F-7555

STATE OF MINNESOTA
DEPARTMENT OF COMMERCE
REGISTRATION DIVISION
(651) 539-1627

IN THE MATTER OF THE REGISTRATION OF:
JDOG JUNK REMOVAL & HAULING
By JDOG FRANCHISES LLC

ORDER OF
REGISTRATION

WHEREAS, an application has been filed pursuant to Minn. Stat. §80C.04; and

WHEREAS, the applicant has complied with the requirements of registration,

NOW, THEREFORE, IT IS ORDERED, that the registration be declared effective as of the date set forth below.

Mike Rothman

MIKE ROTHMAN
Commissioner
Department of Commerce
85 7th Place East, Suite 500
St Paul, MN 55101

Date: March 25, 2015
dlw

Spadea, Lanard & Lignana
Attorneys at Law

The Philadelphia Building
1315 Walnut Street, Suite 1532
Philadelphia, PA 19107

phone 215.525.1165
fax 800.797.0422
spadealaw.com

Josh Lignana, Esq.
jlignana@spadealaw.com
(215) 525-1165 ext. 110

March 19, 2015

Bette Peterson
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

Re: JDog Franchises, LLC, file # F-7555

Dear Ms. Peterson,

Per your letter dated February 10, 2015, we are submitting a revised Franchise Registration Application as well as a copy of the State Specific Addenda with the requested changes for Minnesota.

Please contact me if you have any questions or comments regarding the enclosed materials.

Sincerely,

Josh Lignana, Esquire

Enclosures (2)

Form A – Uniform Franchise Registration Application

UNIFORM FRANCHISE REGISTRATION APPLICATION

File No. F-7555
(Insert file number of immediately preceding filing of Applicant)

State: Minnesota **Fee:** $400

APPLICATION FOR (Check only one):

X **INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES**

____ **RENEWAL APPLICATION OR ANNUAL REPORT**

____ **PRE-EFFECTIVE AMENDMENT**

____ **POST-EFFECTIVE MATERIAL AMENDMENT**

1. **Full legal name of Franchisor:** JDog Franchises, LLC

2. **Name of the franchise offering:** J Dog Junk Removal & Hauling

3. **Franchisor's principal business address:** 100 Berwyn Park
850 Cassatt Rd., Suite 225
Berwyn, PA 19312

4. **Name and address of Franchisor's agent in this State authorized to receive service of process:** Minnesota Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

5. **The states in which this application is or will be shortly on file:**
California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin

6. **Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:**

Joshua Lignana, Esq.
Spadea, Lanard & Lignana, LLC
1315 Walnut St., Suite 1532
Philadelphia, PA 19107

(215) 525-1165 x110
(800) 797-0422 fax
jlignana@spadealaw.com

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of November 24, 2014 **attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.**

Signed at Berwyn, PA, March 4, **20**15

Please Notarize Here

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Tammy L. McEwen, Notary Public
West Hempfield Twp., Lancaster County
My Commission Expires Sept. 19, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Tammy L. McEwen

Franchisor:

JDog Franchises, LLC

By: [signature]

Name: Gerald Flanagan

Title: President/CEO

Form B – Franchisor's Costs and Sources of Funds

FRANCHISOR'S COSTS AND SOURCE OF FUNDS

1. **Disclose the Franchisor's total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchised business, including real estate, improvements, equipment, inventory, training and other items stated in the offering:**

Category	Costs
Real Estate	__________
Improvements	__________
Equipment	__________
Inventory	__________
Training	$3,000.00
Other (describe)	
__________	__________
__________	__________
__________	__________
Totals	$3,000.00

2. **State separately the sources of all required funds:**

The source of all funds will be the franchisor's working capital.

Form C – Uniform Franchise Consent to Service of Process

UNIFORM FRANCHISE CONSENT TO SERVICE OF PROCESS

JDog Franchises, LLC, a limited liability company organized under the laws of Delaware (the "Franchisor"), irrevocably appoints the officers of the States designated below and their successors in those offices, its attorney in those States for service of notice, process or pleading in an action or proceeding against it arising out of or in connection with the sale of franchises, or a violation of the franchise laws of that State, and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State and had lawfully been served with process in that State. We have checked below each state in which this application is or will be shortly on file, and provided a duplicate original bearing an original signature to each state.

- ☐ California: Commissioner of Corporations
- ☐ Hawaii: Commissioner of Securities
- ☐ Illinois: Attorney General
- ☐ Indiana: Secretary of State
- ☐ Maryland: Securities Commissioner
- ☑ Minnesota: Commissioner of Commerce
- ☐ New York: Secretary of State
- ☐ North Dakota: Securities Commissioner
- ☐ Rhode Island: Director, Department of Business Regulation
- ☐ South Dakota: Director of the Division of Securities
- ☐ Virginia: Clerk, Virginia State Corporation Commission
- ☐ Washington: Director of Financial Institutions
- ☐ Wisconsin: Administrator, Division of Securities, Department of Financial Institutions

Please mail or send a copy of any notice, process or pleading served under this consent to:

J Dog Franchises, LLC

(Name and address)

c/o Gerald Flanagan, President

100 Berwyn Park, 850 Cassatt Rd., Suite 225

Berwyn, PA 19312

Dated: March 4, 2015

Franchisor:

J Dog Franchises, LLC

By: [signature]

Name: Gerald Flanagan

Title: President/CEO

EXHIBIT F: State Specific Addenda

The following modifications are to the JDog Franchises, LLC Franchise Disclosure Document and Franchise Agreement, and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Disclosure Document and Franchise Agreement issued on November 24, 2014.

~~The following states have statutes that may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your Franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Tit. 6, Ch. 25, Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/1-44], INDIANA [Stat. Sections 23-2-2.7 and 23-2-2.5], IOWA [Code Sections 523H.1-523H.17], MARYLAND [MD. CODE ANN., BUS. REG. §§14-201 TO 14-233 (2004 Repl. Vol.)], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-517-574], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03].~~

The provisions of this State-Specific Addendum to Franchise Disclosure Document and Franchise Agreement ("**State Addendum**") apply only to those persons residing or operating Franchise Businesses in the following states:

~~The following modifications are to the J Dog Franchises, Inc. Franchise Disclosure Document and Franchise Agreement, and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated November 24, 2014.~~

~~The following states have statutes that may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your Franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Tit. 6, Ch. 25, Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/1-44], INDIANA [Stat. Sections 23-2-2.7 and 23-2-2.5], IOWA [Code Sections 523H.1-523H.17], MARYLAND [MD. CODE ANN., BUS. REG. §§14-201 TO 14-233 (2004 Repl. Vol.)], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-517-574], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03].~~

~~The provisions of this State-Specific Addendum to Franchise Disclosure Document and Franchise Agreement ("**State Addendum**") apply only to those persons residing or operating Franchise Businesses in the following states:~~

ILLINOIS

Illinois law governs the agreement(s) between the parties to this franchise.

Any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois. 815 ILCS 705/4 (West 2012)

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. 815 ILCS 705/41 (West 2012)

Sections 4 and 41 and Rule 609 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The Franchise Disclosure Document and Franchise Agreement are amended accordingly.

The governing law or choice of law clause described in the Franchise Disclosure Document and contained in the Section 19.12 of the Franchise Agreement may not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application of the Illinois Franchise Disclosure Act in all situations to which it is applicable.

Item 17.v, Choice of Forum, of the Franchise Disclosure Document is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

Item 17.w, Choice of Law, of the Franchise Disclosure Document is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly.

Maryland

Item 17, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Item 17 is amended to state: "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

MICHIGAN

NOTICE REQUIRED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

The following statement is required to be provided to you under the Michigan Franchise Investment Law. By providing this statement, we do not represent or warrant that any of the following provisions of the law are enforceable. We reserve the right to contest the enforceability of any of the following provisions.

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and 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 transferee to meet the franchisor's then current reasonable qualifications or standards.

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

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

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

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

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

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation or endorsement by the attorney general.

Any questions regarding this notice should be directed to:
Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise
525 W. Ottawa Street, 1st Floor
Lansing, Michigan 48909
(517) 373-7117

Minnesota

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14m Subds. 3,4 and 5, which require, (except in certain specified cases) 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 that consent to the transfer of the franchise will not be unreasonably withheld.

The following language amends the Governing Law, Jurisdiction and Venue, and Choice of Forum sections of the Franchise Disclosure Document and agreement(s): "Minnesota Statutes, Section 80C.21 and Minnesota Rule 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

Item 13 of the Franchise Disclosure Document and the applicable sections of the franchise agreement(s) are modified to state that the franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. See Minnesota Statutes, Section 80C.12, Subd. 1(g).

The Limitations of Claims section is amended to comply with Minnesota Statutes, Section 80C.17. Subd. 5.

Signed

____

Name

____

Date

____

Washington

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

In any arbitration 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.

Item 5 of the Franchise Disclosure Document, there are no uniform formulas or criteria for offering discounts on additional franchise purchases. This will be determined on a case-by-case basis by the franchisor.

Item 20 of the Franchise Disclosure Document, there are no trademark-specific franchisee organizations associated with the franchise system.

The undersigned does hereby acknowledge receipt of this addendum.
Dated this ________________ day of ________________________________ 20______.

____

Franchisee

MINNESOTA DEPARTMENT OF
COMMERCE

85 7TH PLACE EAST, SUITE 500
SAINT PAUL, MN 55101-2198
MN.GOV/COMMERCE/
651.539.1500 FAX 651.539.1547
AN EQUAL OPPORTUNITY EMPLOYER

February 10, 2015

Joshua Lignana, Esq
Spadea, Lanard & Lignana, LLC
1315 Walnut St, Suite 1532
Philadelphia, PA 19107

F-7555, JDog Franchises, LLC

Dear Mr, Lignana,

The initial franchise registration application for the above-referenced applicant has been examined.. Please correct or otherwise address the following deficiencies.

1. Please submit the Franchise Registration Application prepared in accordance with the 2008 NASAA Franchise Registration and Disclosure Guidelines. The Certification Statement must be notarized.

2. No Minnesota Addenda was submitted.. Items in the documents do need to be addressed. i.e.

   a. The following language must be included in the Franchise disclosure Document and Applicable sections of the franchise agreement(s): "With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14m Subds. 3,4 and 5, which require (except in certain specified cases) 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 that consent to the transfer of the franchise will not be unreasonably withheld."

   b. The following language must amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections of the Franchise Disclosure Document and agreement(s): "Minnesota Statutes, Section 80C.21 and Minnesota Rule 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

c. Item 13 of the Franchise Disclosure Document and the applicable sections of the franchise agreements(s) must state that the franchisor will protect the franchisee's right 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, suite or demand regarding the use of the name.
Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g). Please amend accordingly.

d. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17. Subd. 5. Please amend.

Addendums affecting the Franchise Agreement must contain a signature line for the franchisee.

In responding to the above deficiencies, submit **only** the marked pages (one set). Do not send entire clean copies. If additional changes have been requested by other states please include only the pages showing those changes also.

The Commissioner may withdraw an application in which no activity has occurred for 120 days (Minnesota Statutes, Section 80C.05, subd.4). If an Order of Withdrawal is issued, the franchisor must reapply with a new application.

Sincerely,
MIKE ROTHMAN
Commissioner
By:

Bette Peterson
Commerce Analyst II
Registration, Securities & Enforcement Division
85 E 7th Place, Suite 500
St Paul, MN 55101
651-539-1627
bette.peterson@state.mn.us
www.mn.gov/commerce

F-7555, JDog Franchises, LLC

ADVERTISING:

The advertising submission has been examined...

Please address the following:

One item: the following information must be included in all Minnesota advertising. In this case the Minnesota registration number must be included in offerings made in Minnesota. Please correct.

'SALES PRACTICES

2860.4100 Standards for Advertisements Offering a Franchise subject to Registration

Subpart 1. **Prohibitions.** No Advertisement shall make reference to:

A. The acquiring of a franchise as an assurance of earnings or profits, as a safe investment, or as free from loss, default, or failure or that such is impossible or unlikely;

B. Projections or statements of operations of or income from the operation of any franchise; or

C. Any opinion of counsel without stating the name and address of such counsel.

Subp. 2. **Content.** All advertisements must contain the name and address of the person using the advertisement of making the offer, including the name or the primary commercial symbol of the franchisor, and the registration number assigned to the offering by the commissioner.

Statutory authority: MS s 80C.18'

Thank you

Bette Peterson

F - 1555

Dept. of Commerce
JAN 30 2015
Rec'd $ 400

2

Form A – Uniform Franchise Registration Application

UNIFORM FRANCHISE REGISTRATION APPLICATION

File No. ______________________
(Insert file number of immediately preceding filing of Applicant)

State: Minnesota **Fee:** $400

APPLICATION FOR (Check only one):

X **INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES**

___ **RENEWAL APPLICATION OR ANNUAL REPORT**

___ **PRE-EFFECTIVE AMENDMENT**

___ **POST-EFFECTIVE MATERIAL AMENDMENT**

1. **Full legal name of Franchisor:** JDog Franchises, LLC

2. **Name of the franchise offering:** J Dog Junk Removal & Hauling

3. **Franchisor's principal business address:** 100 Berwyn Park
850 Cassatt Rd., Suite 225
Berwyn, PA 19312

4. **Name and address of Franchisor's agent in this State authorized to receive service of process:** Minnesota Commissioner of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

5. **The states in which this application is or will be shortly on file:**
California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin

6. **Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:**

Joshua Lignana, Esq.
Spadea, Lanard & Lignana, LLC
1315 Walnut St., Suite 1532
Philadelphia, PA 19107

(215) 525-1165 x110
(800) 797-0422 fax
jlignana@spadealaw.com

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of November 24, 2014 **attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.**

Signed at ____________________, 12/28 ____________, 20 14

Franchisor:

JDog Franchises, LLC

By: [signature]

Name: Gerald Flanagan

Title: President/CEO

2

Spadea, Lanard & Lignana
Attorneys at Law

The Philadelphia Building
1315 Walnut Street, Suite 1532
Philadelphia, PA 19107

phone 215.525.1165
fax 800.797.0422
spadealaw.com

Josh Lignana, Esq.
jlignana@spadealaw.com
(215) 525-1165 x110

January 23, 2015

Market Assurance Division
Minnesota Department of Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101

Re: JDog Franchises, LLC. Initial Franchise Registration Application

Dear Sir or Madam:

We are submitting this application for Franchise Registration per the instructions found on the Minnesota Department of Commerce website.

Enclosed please find the following registration application materials for JDog Franchises, LLC. Franchise program.

1. Filing Fee ($400) (Payable to Minnesota Department of Commerce)
2. Uniform Franchise Registration Application
3. Franchisor's Costs and Sources of Funds
4. Uniform Consent to Service of Process
5. Corporate Acknowledgement
6. Franchise Seller Disclosure Forms (2)
7. Audited Financial Statements (also included on page 34 of FDD)
8. Consent of Accountant
9. Franchise Disclosure Document
10. Franchise Advertising

Please contact me if you have any questions or comments regarding the enclosed application.

Sincerely,

Josh Lignana, Esquire

Enclosures (10)

Form B – Franchisor's Costs and Sources of Funds

FRANCHISOR'S COSTS AND SOURCE OF FUNDS

1. Disclose the Franchisor's total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchised business, including real estate, improvements, equipment, inventory, training and other items stated in the offering:

Category	Costs
Real Estate	
Improvements	
Equipment	
Inventory	
Training	$3,000.00
Other (describe)	
Totals	$3,000.00

2. State separately the sources of all required funds:

The source of all funds will be the franchisor's working capital.

Form C – Uniform Franchise Consent to Service of Process

UNIFORM FRANCHISE CONSENT TO SERVICE OF PROCESS

JDog Franchises, LLC, a limited liability company organized under the laws of Delaware (the "Franchisor"), irrevocably appoints the officers of the States designated below and their successors in those offices, its attorney in those States for service of notice, process or pleading in an action or proceeding against it arising out of or in connection with the sale of franchises, or a violation of the franchise laws of that State, and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State and had lawfully been served with process in that State. We have checked below each state in which this application is or will be shortly on file, and provided a duplicate original bearing an original signature to each state.

- [ ] California: Commissioner of Corporations
- [ ] Hawaii: Commissioner of Securities
- [ ] Illinois: Attorney General
- [ ] Indiana: Secretary of State
- [ ] Maryland: Securities Commissioner
- [x] Minnesota: Commissioner of Commerce
- [ ] New York: Secretary of State
- [ ] North Dakota: Securities Commissioner
- [ ] Rhode Island: Director, Department of Business Regulation
- [ ] South Dakota: Director of the Division of Securities
- [ ] Virginia: Clerk, Virginia State Corporation Commission
- [ ] Washington: Director of Financial Institutions
- [ ] Wisconsin: Administrator, Division of Securities, Department of Financial Institutions

Please mail or send a copy of any notice, process or pleading served under this consent to:

J Dog Franchises, LLC
(Name and address)
c/o Gerald Flanagan, President
100 Berwyn Park, 850 Cassatt Rd., Suite 225
Berwyn, PA 19312

Dated: December, 28, 2014.

Franchisor:

J Dog Franchises, LLC

By: [signature]

Name: Gerald Flanagan

Title: President/CEO

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

Pennsylvania)
STATE OF
) SS.
)
COUNTY OF

On this 28 day of December, 2014, before me _______________ (Notary Public) the undersigned officer/managing member, personally appeared Gerald Flanagan, known personally to me to be the President/CEO (Title) of JDog Franchises, LLC (name of limited liability company), and that he/she, as such officer/managing member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself/herself as such officer/managing member.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sharon Sampson

Notary Public, State of Pennsylvania

(NOTARIAL SEAL)

My Commission Expires: April 10, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
SHARON SAMPSON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 10, 2018

Sworn to and subscribed before me
this 28 day of Dec. 2014.

JDOG FRANCHISES, LLC
(A Limited Liability Company)

BALANCE SHEET

SEPTEMBER 30, 2014

JDOG FRANCHISES, LLC
(A Limited Liability Company)
SEPTEMBER 30, 2014

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INDEPENDENT AUDITOR'S REPORT

To the Member
JDog Franchises, LLC

We have audited the accompanying balance sheet of JDog Franchises, LLC (the "Company"), a wholly-owned subsidiary of JD Investment Company, LLC, as of September 30, 2014, and the related notes.

Management's Responsibility for the Financial Statement

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of JDog Franchises, LLC as of September 30, 2014, in accordance with accounting principles generally accepted in the United States of America.

Citrin Cooperman & Company, LLP
CERTIFIED PUBLIC ACCOUNTANTS

New York, New York
November 21, 2014

JDOG FRANCHISES, LLC
(A Limited Liability Company)
BALANCE SHEET
SEPTEMBER 30, 2014

ASSETS

Current assets:		
Cash	$	817,033
Prepaid expenses and other current assets		95,070
Total current assets		912,103
Property and equipment, net		5,806
Security deposit		5,646
TOTAL ASSETS	$	923,555

LIABILITIES AND MEMBER'S EQUITY

Current liabilities:		
Accounts payable and accrued expenses	$	36,850
Due to related parties		1,300
Total current liabilities		38,150
Commitments and contingencies (Note 5)		
Member's equity		885,405
TOTAL LIABILITIES AND MEMBER'S EQUITY	$	923,555

See accompanying notes to balance sheet.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and nature of operations

JDog Franchises, LLC (the "Company"), a wholly-owned subsidiary of JD Investment Company, LLC (the "Parent"), was formed on June 16, 2014 (inception), as a Delaware limited liability company. The Company will engage in the sale of franchises throughout the United States in accordance with a license agreement dated September 19, 2014, between the Company and J Dog Holdings, LLC (the "Licensor"), an entity related to the Company by common ownership and control. Pursuant to the Company's standard franchise agreement, franchisees will operate businesses known as "J Dog Junk Removal & Hauling," a residential and commercial junk removal and hauling business.

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

Use of estimates

The preparation of a balance sheet in conformity with accounting principles generally accepted in the United States of America ("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 balance sheet. Actual results could differ from those estimates.

Property and equipment

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

Depreciation is provided using the straight-line and various accelerated methods over the estimated useful lives of the assets, which are as follows:

Furniture and fixtures	3 years

Revenue and cost recognition

Royalties are based on set contractual amounts and are recognized when billed. Initial franchise fees are deferred until substantially all of the Company's initial services required pursuant to the franchise agreement have been performed or satisfied.

The Company defers those direct and incremental costs associated with the sale of franchises for which revenue is deferred. Deferred costs are charged to earnings when the related deferred franchise fees are recognized in income.

All other fees are recorded as services are rendered.

Income taxes

The Company is treated as a partnership for tax purposes and, as such, is not liable for federal or state income taxes. As a single-member limited liability company and therefore a disregarded entity for income tax purposes, the Company's assets, liabilities, and items of income, deduction and credit are combined with and included in the income tax returns of the Parent. Accordingly, the accompanying financial statement does not include a provision or liability for federal or state income taxes.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes (continued)

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

Advertising

Advertising costs are expensed as incurred.

Franchised outlets

The following data is presented representing the status of the Company's franchised outlets as of September 30, 2014:

Franchised outlets assigned to the Company by the Parent	6
Franchises sold	-
Franchises purchased	-
Franchised outlets in operation	5
Franchisor-owned outlets in operation	-

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through November 21, 2014, the date on which this financial statement was available to be issued. There were no material subsequent events that required recognition or additional disclosure in this financial statement.

NOTE 2. ASSIGNMENT AGREEMENT

On September 19, 2014, the Company entered into an assignment agreement with the Parent, whereby the Parent assigned its interests in certain franchise agreements with existing franchisees (that had initially been acquired by the Parent from the previous unaffiliated franchisor) to the Company.

NOTE 3. CONCENTRATION OF CREDIT RISK

Cash

Financial instruments that potentially expose the Company to concentration of credit risk consist primarily of cash. The Company's cash is placed with a major financial institution. At times, amounts held with this financial institution may exceed federally-insured limits.

NOTE 4. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at September 30, 2014:

Furniture and fixtures	$	5,806
Less: accumulated depreciation		-
Net property, plant and equipment	$	5,806

NOTE 5. COMMITMENTS AND CONTINGENCIES

Lease agreement

The Company sublets office space from the Parent on a month-to-month basis at approximately $2,800 per month.

Employment agreement

In July of 2014, the Company entered into an executive employment agreement with its president entitling the president to guaranteed payments, bonuses, and other benefits.

NOTE 6. LICENSE AGREEMENT

On September 19, 2014, the Company entered into a five-year exclusive license agreement with the Licensor, for the use of the registered name "J Dog Junk Removal" (the "license agreement"), which is automatically renewable for additional terms of five years after the initial five-year term unless the parties mutually agree otherwise. Pursuant to the license agreement, the Company acquired the right to sell and operate J Dog Junk Removal franchises in the United States of America, and the right to earn franchise fees and royalties from franchisees. The Company is obligated to pay the Licensor a license fee based on the Company's gross revenue, as defined. There were no license fees due to the Licensor as of September 30, 2014.

NOTE 7. OTHER RELATED-PARTY TRANSACTIONS

In the ordinary course of business, the Company periodically advances funds to and receives funds from the Parent. No interest is charged on these advances. Advances to and from the Parent are unsecured and have no specific repayment terms. Management expects such balances to be settled within the next year. At September 30, 2014, the balance due to the Parent amounted to $1,300.

NOTE 8. MARKETING FUND

The Company reserves the right to establish a national advertising and marketing fund for the Company. Franchisees would contribute $300 per month to be placed into the marketing fund in accordance with the signed franchise agreement. Marketing funds collected are to be expended for the benefit of the franchisees and for administrative costs to administer the funds, all at the discretion of the Company. As of September 30, 2014, the Company has waived the collection of the marketing fund fees from its franchisees in operation and, therefore, as of September 30, 2014, no advertising funds had been collected or were due to the Company.

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CONSENT OF INDEPENDENT AUDITORS

To the Member
JDog Franchises, LLC

CITRIN COOPERMAN & COMPANY, LLP consents to the inclusion in the Franchise Disclosure Document to be issued by JDog Franchises, LLC ("Franchisor") dated November 24, 2014, of our report dated November 21, 2014, on our audit of the balance sheet of Franchisor as of September 30, 2014.

Citrin Cooperman & Company, LLP

CITRIN COOPERMAN & COMPANY, LLP
CERTIFIED PUBLIC ACCOUNTANTS

New York, New York
November 21, 2014

FRANCHISE DISCLOSURE DOCUMENT

JDog Franchises, LLC

A Delaware limited liability company

100 Berwyn Park,

850 Cassatt Rd, Suite 225

Berwyn, PA 19312

1.877.994.4327

JDog Franchises, LLC, offers Franchises for the operation of retail junk removal businesses under the name "J Dog Junk Removal & Hauling". The initial Franchise Fee is $25,000. The estimated initial investment for a "Franchise Business" ranges from approximately $37,900 to approximately $93,900.

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

You may wish to receive your Disclosure Document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, please contact JDog Franchises, LLC, 100 Berwyn Park, 850 Cassatt Rd, Suite 225, Berwyn, PA 19312 or call us at 1.877.994.4327

The terms of your contract will govern your franchise relationship. Do not rely on the Disclosure Document alone to understand your Contract. Read all of your contracts carefully. Show your Contract and this Disclosure Document to an advisor such as 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 through the Trade Commission. You can contact the F.T.C. at 1-877-FTC-HELP or by writing the F.T.C. at 600 Pennsylvania Avenue, Northwest, Washington, DC 20580. You can also visit the F.T.C.'s homepage at www.ftc.gov. For additional information, call your state agency or visit your public library for sources of information of franchising.

There may also be laws on franchising in your state. Ask your state agency about them.
Issued: November 24, 2014

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a State Franchise Administrator before offering or selling in your state. **REGISTRATION OF THIS FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THE DISCLOSURE DOCUMENT.**

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following risk factors before you buy this franchise:

1. **THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION ONLY IN PENNSYLVANIA. OUT OF STATE LITIGATION OR MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN PENNSYLVANIA THAN IN YOUR OWN STATE.**

2. **THE FRANCHISE AGREEMENT STATES THAT PENNSYLVANIA LAW GOVERNS THE CONSTRUCTION AND INTERPRETATION OF THIS AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**

3. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

We may use the services of one or more of Franchise Brokers or referral sources to assist us in selling our franchise. Franchise Broker or referral sources represent us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation on a franchise.

See following page for State effective dates.

STATE EFFECTIVE DATES

The following States require that a Franchise Disclosure Document be registered 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.

The 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:

State	Effective Date
California	Pending
Florida (exemption)	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Kentucky	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
Nebraska	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Texas	Pending
Utah (exemption)	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

In all other States, the effective date of this Franchise Disclosure Document is the issuance date of **November 24, 2014**.

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

To simplify the language in this Disclosure Document, the "Company", "us" and "we" means JDog Franchises, LLC, a Delaware limited liability company. "You" means the person who buys a franchise. If you are a corporation, partnership, or entity, "you" includes your owners.

The Franchisor, Its Parent, Predecessors and Affiliates

We are J Dog Franchises, LLC a Delaware limited liability company formed on June 16, 2014. Our principal business address is located at 100 Berwyn Park, 850 Cassatt Rd, Suite 225, Berwyn, PA 19312. Our parent company is JD Investment Company, LLC, a Delaware limited liability company whose principal business address is also 1235 Westlakes Drive, Suite 160, Berwyn, PA.

J Dog Holdings, LLC, a Delaware limited liability company formed in November of 2012 is also our affiliate. Its principal business address is also 1235 Westlakes Drive, Suite 160, Berwyn, PA 19312. It owns the Marks referenced in Item 13 of this Disclosure Document. It licenses to us the exclusive right to use and license these Marks.

Our predecessor is J Dog Franchises, Inc., a Pennsylvania Corporation founded 2012 by our president and CEO, Gerald Flanagan. J Dog Franchises, Inc. sold six franchises to five franchisees from 2012 through our purchase of the brand and all of the assets of J Dog Franchises, Inc. on September 19, 2014. All six of these franchisees are now franchisees of ours.

Our Business Operations

We grant franchises to qualified candidates in the United States for the operation of franchise businesses identified by the name of J Dog Junk Removal & Hauling (the "Franchised Business" or "Junk Removal Business"). We and our predecessor, J Dog Franchises, Inc. have offered these franchises since May of 2012.

We have not offered franchises in any other lines of business. Other than as stated above, neither we nor our predecessors or affiliates have offered franchises in any other lines of business or provide products or services to our franchisees.

JDog Franchises, LLC offers franchises exclusively to honorably discharged US Armed Forces Veterans, Military Families, Active Duty Personnel and Reserves.

The System

Gerald "Jerry" Flanagan, our CEO, president and founder, developed a novel method for operating and franchising junk removal businesses (the "System"). Recently, we also added hauling to the System's service offerings. The System includes brand development, training, marketing programs, and access to the mark "J Dog Junk Removal" and related marks.

Market and Regulatory Matters

For the type of junk removal service offered by J Dog Junk Removal & Hauling businesses, that being residential and commercial junk removal and hauling services, there is a recognized business opportunity. Customer demand for efficient, dependable, professional, and hardworking junk removal services was the main driver behind the development of the System. In addition, the System responds to American consumers' desire to support veteran-owned businesses including J Dog Junk Removal & Hauling, as consumers appreciate and respond to the strong work ethic offered by honorably discharged US Armed Forces Veteran owners. Competition consists of other franchised and privately owned junk removal businesses.

You will be required to research and to follow all pertinent local, state and federal laws and regulations specific to the junk removal and hauling industries. You will also be required to comply with all general business and commercial vehicle licensure laws and regulations. The Franchised Business will remove and haul upon order, non-hazardous junk for disposal, re-use and/or recycling. "Junk" is defined as items not removed in the normal municipal pick-up. We are not, and Franchised Businesses will not be in the business of regular pick-up of trash along designated residential or commercial routes, or the hauling of liquids, gases, or flammable or hazardous waste. We urge you to make inquiries about laws that may be applicable to your Franchised Business. Because our industry is regulated, you must be aware of all regulations and keep apprised of changes that may have an impact on the Franchised Business. We have not determined the licensing requirements in your proposed territory, or whether it is possible to obtain necessary licenses. You are solely responsible for determining licensing requirements in your proposed territory before you sign the Franchise Agreement. Your business also may be limited by exclusive territory before you sign the Franchise Agreement. Your business also may be limited by exclusive governmental licenses claimed by other garbage or waste collection companies, or by restrictions claimed on your right to access local transfer sites or landfills. You may want to obtain a complete copy of your state's and other applicable statutes and regulations and discuss them with your attorney.

Our agent for service of process in Pennsylvania is Gerald Flanagan, with an address of 100 Berwyn Park, 850 Cassatt Rd, Suite 225, Berwyn, PA 19312. Our agents for service of process for other states are identified by state in Exhibit A to this Franchise Disclosure Document. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above where we have appointed an agent for service of process. There may also be additional agents appointed in some states listed.

ITEM 2 - BUSINESS EXPERIENCE

President and CEO: Gerald "Jerry" Flanagan

Jerry Flanagan founded J Dog, LLC in July of 2010 where he commenced operations of the original J Dog Junk Removal, in March of 2011. Jerry added the title of President of J Dog Franchises, Inc. when it he founded it in March of 2012. He founded J Dog Franchises, Inc. as part of his plan to create a unique and powerful brand in the junk removal industry that rewards the work ethic and industry of honorably discharged US Armed Forces Veterans, Military

Families, Active Duty Personnel and Reserves. Mr. Flanagan is himself a veteran who proudly served in the U.S. Army from 1987-1989 and served in the Pennsylvania National Guard in the early 1990's. After his military service, through hard work and diligence, Mr. Flanagan gained experience in marketing, sales and leadership while working for a seasonal retail company all year round. Mr. Flanagan has created multiple businesses and has been a self-employed entrepreneur since 1999.

In June of 2014, Jerry became President and CEO of JDog Franchises, LLC, when it acquired all of the assets of J Dog Franchises, Inc.

Chairman: Christopher J. Debbas

Our Chairman, Chris Debbas is also co-founder and chairman of our parent company, JD Investment Company, LLC. He is also co-founder and the Senior Partner of Julip Run Capital, LLC (www.juliprun.com), a private equity and management firm based in suburban Philadelphia that develops growth-oriented businesses that have unique competitive advantages through innovation, scale, or strategic position. Chris has over twenty-five years of business experience in a variety of industries including aviation, information technology, health care, accounts receivable management, customer relationship management, distribution, records management, and market research. He currently serves as Chairman of the Board of Managers of ACCT Holdings, LLC, a U.S. based outsource provider of customer relationship management services to money center banks and telecom businesses through the U.S. He is also a co-founder and Chairman of inDitto, LLC, an early stage software development company that has developed patented listening technology for intelligence gathering on the web. He also serves as President and CEO of SPA Car Wash Systems, LLC. He was formerly Managing Partner of CDVentures, a predecessor to Julip Run Capital. He was co-founder of twelve businesses including among others, Gateway HomeCare, Inc., Keystone Ranger Holdings (dba Keystone Helicopter), Executive Air Support (dba Atlantic Aviation), AllianceOne Incorporated, Nova Records Management, LLC, and ACCT Holdings, LLC (dba Advanced Call Center Technologies). From 1990 until 1995, Chris was also President of Healthworks Alliance, Inc., a Philadelphia based software development company that sold health information software applications to various segments of the health care industry. Chris also served as Director of Corporate Development for AdvaCare, Inc. from 1988 until 1990 and held various positions at Shared Medical Systems and Health Management Systems. He earned a B.S. in Chemistry from St. Joseph's University.

Vice President and Chief Financial Officer: James R. Griffiths

Our Vice President and Chief Financial Officer (CFO), Jimmy Griffiths is also co-founder, vice president and CFO of our parent company, JD Investment Company, LLC. Mr. Griffiths is a co-founder and the Managing Partner of Julip Run Capital, LLC, (www.juliprun.com), a private equity and management firm based in suburban Philadelphia that develops growth-oriented businesses that have unique competitive advantages through innovation, scale, or strategic position. He has over 20 years of experience in areas of finance and accounting, financial advisory, mergers and acquisitions and operations. Prior to Julip Run Capital, he was a partner of Julip Run's predecessor company, CD Ventures, a private equity firm that specialized in building large scale businesses in fragmented service industries. During his 13 years in private equity at

CD Ventures, he co-founded seven platform companies and co-led the successful acquisition of over 55 businesses while leading diligence on over 60 other companies. He participated in raising over $900 million of capital while at CD Ventures. Jimmy currently serves as CFO of ACCT Holdings, LLC, a Customer Relationship Management (CRM) business, headquartered in Berwyn, Pennsylvania with operations across the U.S. with over 4,200employees. He is also co-owner and CFO of SPA Car Wash Systems, LLC. He previously served as CFO and interim CEO of MessageLink, LLC. Prior to joining CD Ventures, Inc. Jimmy served as Director of Acquisitions and Integration for HomeCare and Hospital Management, Inc. a $200 million Louisville, Kentucky based homecare company. He was a Senior Accountant in the audit department at Price Waterhouse, LLP in Memphis, Tennessee specializing in emerging growth companies. He earned his B.A in Business Administration from Rhodes College in Memphis and has passed all parts of the uniform CPA examination in the State of Tennessee.

Vice President and Regional Director of Operations: Wayne Turner

Our Vice President and Regional Director of Franchise Operations, Wayne Turner is responsible for franchisee training and providing franchise operation support. Wayne is a battle tested U.S. Army veteran having served nearly 21-years including 10 years as Apache Longbow Helicopter Pilot. He retired with a rank of Chief Warrant Officer 3. Wayne graduated 1991 from Lassiter High School in Marietta, GA where he served in Junior ROTC. He enlisted in the Army in July 1992 and did basic training at Ft. McClelland, AL. From early in his military career through 1999 he served as a Military Police Patrol and Canine Officer, having been stationed in Ft. Sill, OK, at an army base north of Frankfurt Germany and later, after re-enlisting in 1998 was stationed at Ft. Hood TX. In 2000, he applied and was accepted to Warrant Officer Flight School. His service took him from Ft. Carlson, CO to Wonju Si South Korea until 2004 when Wayne was first commissioned in the Apache Longbow Helicopter program based back at Ft. Hood, TX. He served three, one year (and more) tours of duty in Iraq, which included over 38 months overseas, and then most recently in 2012 served in Mazer e Sharif Afghanistan supporting coalition forces weeding out Taliban fighters in the northern section of the country. During a tour in Iraq, Wayne secured his real estate sales license which he has utilized to assist fellow servicemen who require support buying homes and securing financing. He is an avid entrepreneur who was recently involved in a photo booth rental business and works in real estate development. He is based in Austin, Texas.

ITEM 3 - LITIGATION

There is no litigation that is required to be disclosed in this Franchise Disclosure Document.

ITEM 4 - BANKRUPTCY

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JDog Franchises, LLC President and CEO, Gerald Flanagan filed a petition under the liquidation provisions of Chapter 7 of the U.S. Bankruptcy Code on June, 22 2010 prior to his involvement with the Company. In re Flanagan, No 10-15078-bif (Bankr. E.D. Pa. 2010). On September 30, 2010, the bankruptcy court entered a discharge.

There are no other bankruptcies that are required to be disclosed in this Franchise Disclosure Document.

ITEM 5 - INITIAL FEE

The initial franchise fee for a J Dog Junk Removal & Hauling franchise Business is $25,000 for a Territory (defined in Item 12). You must pay us the initial franchise fee in a lump sum when you sign the Franchise Agreement. The initial franchise fee is not refundable in whole or in part under any circumstances.

We have, in the past, discounted the initial franchise fee to $9,900, such as for our first five franchisees. Also, we waived the fee entirely, when our founder, president and CEO, Jerry Flanagan, converted the original J Dog Junk Removal location to a franchise in May of 2014 before selling the business to the current franchisee.

Except as noted, the initial franchise fee is uniformly imposed on all franchisees subject to this Disclosure Document. We reserve the right, but are not obligated, to reduce the initial Franchise Fee for existing franchisees who elect to purchase additional franchises.

ITEM 6 - OTHER FEES

Fee[1]	Amount	Due Date	Remarks
Royalty* - Base Royalty	(a) $800.00 each month for month one through twelve (1-12) of the Term; (b) $1200.00 each month for the months thirteen through twenty four (13-24) of the Term; (c) $1600.00 each month for months twenty five through thirty six (25-36) of the Term; (d) $2000.00 each month, for months thirty-seven (37) through the end of the Term;	First Business Day of Month via EFT or other means designated by Franchisor	Royalty Fee to be paid via EFT or other means designated by franchisor.
Additional Training	Payment for additional training or retraining, up to $300 per person per day, plus transportation, accommodation, meals, and living expenses.	Within 10 days of billing by Franchisor	There is no separate charge for initial training or for training of one additional employee. The costs of transportation, accommodations, meals, and living expenses associated with additional training, for which you are responsible, are not disclosed as they will vary greatly depending upon the timing of the training and your location to Wayne, Pennsylvania.
Transfer[2]	$10,000	$5,000 upon announcing intention; $5,000 upon	None

Fee[1]	Amount	Due Date	Remarks
		transfer.	
Renewal	50% of the then current franchise fee. Such fee not to exceed $10,000	Six months before the expiration of current term	None
Call Center	Currently $125 per month, not to exceed $250 per month during the Term, not to increase more than 10% in any twelve-month period.	First Business Day of Month via EFT or other means designated by Franchisor	We may establish a call center to handle incoming customer calls.
Operations Manual Replacement	$1000 replacement cost	Upon notice to Franchisor that you require an additional copy of the Operations Manual	We will provide you an operations manual at your training at no charge. If, for any reason, you need to replace the manual or request an additional copy, you will be charged $1000.00 for any additional or replacement copies. The Operations Manual, at all times, remains the sole and exclusive property of JDog Franchises, LLC, returnable upon the sale or closure of the Franchised Business
Technology	Currently $0, may range from $125 to $250 per month	First Business Day of Month via EFT or other means designated by Franchisor	We reserve the right to charge you a fee for (a) any proprietary software or technology that we or our affiliates license or provide to you or (b) our maintenance of your

Fee[1]	Amount	Due Date	Remarks
			webpage on the Franchise System Website (defined in Item 11).
Marketing Fund	Currently $0, not to exceed $300 per month.	First Business Day of Month via EFT or other means designated by Franchisor	See Item 11 for a detailed discussion about the Marketing Fund.
Local Advertising Fund	Currently $0. If fund is established, the greater of 2% of previous month gross sales or $500.00 per territory/month.	First Business Day of Month via EFT or other means designated by Franchisor	See Item 11 for a detailed discussion about the Marketing Fund.
Social Media Fee	Currently $200 per month, not to exceed $400 per month during the Term. Not to increase more than 10% in any twelve-month period.	First Business Day of Month via EFT or other means designated by Franchisor	Payment to be made to Franchisor or directly to supplier designated by Franchisor.
Late Payment	$100 per occurrence	Immediately upon notice by Franchisor	Fee is incurred should you fail to make a required payment pursuant to the terms of your Franchise Agreement.

[1]Unless otherwise noted, all fees are uniformly imposed by and payable to JDog Franchises, LLC and are non-refundable.

[2]This fee was waived in its entirety, when our original Wayne, PA location was sold by our founder to the current franchisee in June of 2014.

ITEM 7 - ESTIMATED INITIAL INVESTMENT

The following table provides an estimate of your initial investment for one Franchised Business based on our experience. All fees and payments are non-refundable.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee	$25,000	Lump Sum	When you sign the Franchise Agreement	JDog Franchises, LLC
H2 Hummer H2 (2002-2009 model year), Jeep Wrangler or Other Approved Vehicle[1]	$0.00-$30,000	Lump Sum or financed	As incurred	Car owner/dealer
Trailer 6'x12' high side utility trailer with 5' walls[2]	$1,900 - $2,500	Lump Sum	As Incurred	Trailer owner/dealer
Equipment carts/dollies, misc.[3]	$500 - $750	Lump Sum	As Incurred	Supplier
Permits & Licenses[4]	$200 – $750	As Incurred	As Incurred	Governmental Authorities
Signage-vehicle wrap	$2,000 - $4,000	As Agreed	As Incurred	Supplier
Prepaid Insurance Premium[5]	$1,000 - $3,500	Lump Sum	As Incurred	Insurance Carrier/Broker
Cell phone/computer/software[6]	$500 - $1,500	As Incurred	As Incurred	Supplier
Initial Marketing Fee	$3,000	As Incurred	Used within 180 days of execution of the Franchise Agreement	Kept in account and verification of expenditures as requested
Professional Fees	$500 - $2,000	As Incurred	As Incurred	Various
Travel, accommodations and meals during Initial Training[7]	$300 - $3,000	As Incurred	As Incurred	Various

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Office Furnishings[8]	$0 - $2,500	As incurred	As incurred	Suppliers
Rent/Security Deposit[8]	$0 - $5,000	As required by landlord	As required by landlord	Landlord (if any)
Additional Funds 3 months[9]	$3,000 - $10,400	As Incurred	As Incurred	Various
Total[10]	**$37,900 - $93,900**			

[1] H2 Hummer or Jeep Wrangler are recommended (we have had success with the Jeep and Hummer, and feel they personify our military image, but if you already own a vehicle with appropriate towing capacity, you may submit it for our approval). Vehicle may be purchased or financed. If you choose to finance, you may have deposits and/or down payments but you would reduce your upfront cash requirements. All vehicles must be pre-approved and must contain same standard graphics

[2] Estimate, subject to changes and regional variations in the market for such items. Prospective Franchisee is strongly encouraged to research the current cost of such items in the intended market area.

[3] Estimate, subject to changes and regional variations in the market for such items. Prospective Franchisee is strongly encouraged to research the current cost of such items in the intended market area.

[4] The cost of permit and licenses are specific to the Franchisee's selected state and local government. The cost provided is strictly an estimated and prospective Franchisee is strongly encouraged to research governmental requirements of their specific area

[5] Insurance premiums may vary based on the Franchisee previous claim history and/or their selected area of operations for their Franchised Business.

[6] You must have a dedicated laptop computer with internet access and must license or purchase the scheduling software we designate and Quickbooks financial management software. You must also have a cell phone with a separate phone number for accepting business calls.

[7] This estimate includes travel to and from the training location, food and hotel accommodations for you and up to one (1) employee for six (6) days and six (6) nights.

[8] You may choose to, but are not required to lease a designated office space from which to run your junk removal Business. We estimate that you will require a minimum of 350 square feet of dedicated space to operate computer and telephone equipment and maintain records. We do not have any specific requirements for the quality and condition of this space, but it must have reliable telecommunications and/or internet access, and should be such that you will be able to properly organize and maintain your customer and business records. If you do choose to secure separate office space, you will need to furnish the office, pay rent and in some cases make a security deposit with the landlord. These costs vary according to area and the quality of the space and furnishings.

ITEM 6 - OTHER FEES

Fee[1]	Amount	Due Date	Remarks
Royalty* - Base Royalty	(a) $800.00 each month for month one through twelve (1-12) of the Term; (b) $1200.00 each month for the months thirteen through twenty four (13-24) of the Term; (c) $1600.00 each month for months twenty five through thirty six (25-36) of the Term; (d) $2000.00 each month, for months thirty-seven (37) through the end of the Term;	First Business Day of Month via EFT or other means designated by Franchisor	Royalty Fee to be paid via EFT or other means designated by franchisor.
Additional Training	Payment for additional training or retraining, up to $300 per person per day, plus transportation, accommodation, meals, and living expenses.	Within 10 days of billing by Franchisor	There is no separate charge for initial training or for training of one additional employee. The costs of transportation, accommodations, meals, and living expenses associated with additional training, for which you are responsible, are not disclosed as they will vary greatly depending upon the timing of the training and your location to Wayne, Pennsylvania.
Transfer[2]	$10,000	$5,000 upon announcing intention; $5,000 upon	None

Fee[1]	Amount	Due Date	Remarks
		transfer.	
Renewal	50% of the then current franchise fee. Such fee not to exceed $10,000	Six months before the expiration of current term	None
Call Center	Currently $125 per month, not to exceed $250 per month during the Term, not to increase more than 10% in any twelve-month period.	First Business Day of Month via EFT or other means designated by Franchisor	We may establish a call center to handle incoming customer calls.
Operations Manual Replacement	$1000 replacement cost	Upon notice to Franchisor that you require an additional copy of the Operations Manual	We will provide you an operations manual at your training at no charge. If, for any reason, you need to replace the manual or request an additional copy, you will be charged $1000.00 for any additional or replacement copies. The Operations Manual, at all times, remains the sole and exclusive property of JDog Franchises, LLC, returnable upon the sale or closure of the Franchised Business
Technology	Currently $0, may range from $125 to $250 per month	First Business Day of Month via EFT or other means designated by Franchisor	We reserve the right to charge you a fee for (a) any proprietary software or technology that we or our affiliates license or provide to you or (b) our maintenance of your

Fee[1]	Amount	Due Date	Remarks
			webpage on the Franchise System Website (defined in Item 11).
Marketing Fund	Currently $0, not to exceed $300 per month.	First Business Day of Month via EFT or other means designated by Franchisor	See Item 11 for a detailed discussion about the Marketing Fund.
Local Advertising Fund	Currently $0. If fund is established, the greater of 2% of previous month gross sales or $500.00 per territory/month.	First Business Day of Month via EFT or other means designated by Franchisor	See Item 11 for a detailed discussion about the Marketing Fund.
Social Media Fee	Currently $200 per month, not to exceed $400 per month during the Term. Not to increase more than 10% in any twelve-month period.	First Business Day of Month via EFT or other means designated by Franchisor	Payment to be made to Franchisor or directly to supplier designated by Franchisor.
Late Payment	$100 per occurrence	Immediately upon notice by Franchisor	Fee is incurred should you fail to make a required payment pursuant to the terms of your Franchise Agreement.

[1]Unless otherwise noted, all fees are uniformly imposed by and payable to JDog Franchises, LLC and are non-refundable.

[2]This fee was waived in its entirety, when our original Wayne, PA location was sold by our founder to the current franchisee in June of 2014.

ITEM 7 - ESTIMATED INITIAL INVESTMENT

The following table provides an estimate of your initial investment for one Franchised Business based on our experience. All fees and payments are non-refundable.

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Initial Franchise Fee	$25,000	Lump Sum	When you sign the Franchise Agreement	JDog Franchises, LLC
H2 Hummer H2 (2002-2009 model year), Jeep Wrangler or Other Approved Vehicle[1]	$0.00-$30,000	Lump Sum or financed	As incurred	Car owner/dealer
Trailer 6'x12' high side utility trailer with 5' walls[2]	$1,900 - $2,500	Lump Sum	As Incurred	Trailer owner/dealer
Equipment carts/dollies, misc.[3]	$500 - $750	Lump Sum	As Incurred	Supplier
Permits & Licenses[4]	$200 – $750	As Incurred	As Incurred	Governmental Authorities
Signage-vehicle wrap	$2,000 - $4,000	As Agreed	As Incurred	Supplier
Prepaid Insurance Premium[5]	$1,000 - $3,500	Lump Sum	As Incurred	Insurance Carrier/Broker
Cell phone/computer/software[6]	$500 - $1,500	As Incurred	As Incurred	Supplier
Initial Marketing Fee	$3,000	As Incurred	Used within 180 days of execution of the Franchise Agreement	Kept in account and verification of expenditures as requested
Professional Fees	$500 - $2,000	As Incurred	As Incurred	Various
Travel, accommodations and meals during Initial Training[7]	$300 - $3,000	As Incurred	As Incurred	Various

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is to Be Made
Office Furnishings[8]	$0 - $2,500	As incurred	As incurred	Suppliers
Rent/Security Deposit[8]	$0 - $5,000	As required by landlord	As required by landlord	Landlord (if any)
Additional Funds 3 months[9]	$3,000 - $10,400	As Incurred	As Incurred	Various
Total[10]	**$37,900 - $93,900**			

1 H2 Hummer or Jeep Wrangler are recommended (we have had success with the Jeep and Hummer, and feel they personify our military image, but if you already own a vehicle with appropriate towing capacity, you may submit it for our approval). Vehicle may be purchased or financed. If you choose to finance, you may have deposits and/or down payments but you would reduce your upfront cash requirements. All vehicles must be pre-approved and must contain same standard graphics

2 Estimate, subject to changes and regional variations in the market for such items. Prospective Franchisee is strongly encouraged to research the current cost of such items in the intended market area.

3 Estimate, subject to changes and regional variations in the market for such items. Prospective Franchisee is strongly encouraged to research the current cost of such items in the intended market area.

4 The cost of permit and licenses are specific to the Franchisee's selected state and local government. The cost provided is strictly an estimated and prospective Franchisee is strongly encouraged to research governmental requirements of their specific area

5 Insurance premiums may vary based on the Franchisee previous claim history and/or their selected area of operations for their Franchised Business.

6 You must have a dedicated laptop computer with internet access and must license or purchase the scheduling software we designate and Quickbooks financial management software. You must also have a cell phone with a separate phone number for accepting business calls.

7 This estimate includes travel to and from the training location, food and hotel accommodations for you and up to one (1) employee for six (6) days and six (6) nights.

8 You may choose to, but are not required to lease a designated office space from which to run your junk removal Business. We estimate that you will require a minimum of 350 square feet of dedicated space to operate computer and telephone equipment and maintain records. We do not have any specific requirements for the quality and condition of this space, but it must have reliable telecommunications and/or internet access, and should be such that you will be able to properly organize and maintain your customer and business records. If you do choose to secure separate office space, you will need to furnish the office, pay rent and in some cases make a security deposit with the landlord. These costs vary according to area and the quality of the space and furnishings.

[9] The estimate of additional funds for the initial period of your junk removal business is based on estimated operating expenses for the first three months of operation. The additional funds required will vary by the area and depending on whether you choose to hire a helper, the relative effectiveness of you and your helper, whether you choose to rent office space, and the monthly rent and expenses associated with such space.

[10] We do not provide direct financing for any part of your initial investment. For information on assistance we may provide in your effort to secure third party financing, please refer to Item 10 of this Disclosure Document.

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCT AND SERVICES

Required Purchases:

You must purchase or lease certain items for your Franchised Business meeting our specifications. These items include a H2 Hummer, Jeep Wrangler, or other approved vehicle (we have had success with the Jeep and Hummer, and feel they personify our military image, but if you already own a vehicle with appropriate towing capacity, you may submit it for our approval - All vehicles must be pre-approved and must wear the same standard graphics), a 6'x12' trailer, truck wrap, signage, uniforms, marketing materials, tools, equipment and computers. We will provide specifications for these products and services, and it will be up to you to find suppliers that meet our specifications. Specifications include, but are not limited to: standards for gross tonnage capacity, performance, type and appearance for your truck (to be provided in Operations Manuals); memory, capacity and software capabilities of your computer (see Item 11); and capabilities of your telephone equipment (to be provided in Operations Manuals). Specifications and standards for these items are included in the Operations Manuals, and may be updated or modified periodically by us.

We do not require you to secure office space for your Franchised Business; however we estimate that you will require a minimum of 350 square feet of dedicated space to operate computer and telephone equipment and maintain records. We do not have any specific requirements for the quality and condition of this space, but it must have reliable telecommunications and/or internet access, and should be such that you will be able to properly organize and maintain your customer and business records. If you choose to lease such space, then in addition to the rent you will be required to pay, you will incur additional initial costs including the amount of any deposit, up-front build-out costs, and/or pre-paid rent that the landlord may require.

You will also require sufficient space to store your vehicle and trailer when not in use. There are no specific requirements for this space. It need not be indoors, in fact we recommend that your wrapped vehicle and trailer remain visible to the public when not in use, to increase public awareness of your business. You should, however, keep your vehicle and trailer in a location that is adequately secure, in your own judgment.

Required and Approved Suppliers:

At this time franchisor has no approved suppliers for any supplies and/or services related to the franchise system. We may recommend a supplier, but currently, we will not require you to use that supplier. We reserve the right to institute required suppliers for particular products or services in the future. If we do so, we may also issue criteria for alternative supplier approval. We will update our Operations Manuals to reflect these required suppliers and criteria or they may be requested from us directly in writing on a case-by-case basis.

Currently, neither we nor any of our officers own any interest in any supplier of any item you are required to purchase.

Revenue from Franchisee Purchases:

We are not currently an approved supplier of any of these items, nor are any of our affiliates. We do not currently derive income based on your required purchases or leases. The purchase and lease of items that meet our specifications or from approved suppliers will represent approximately fifty percent (50%) of your total expenses in connection with the establishment of the Franchised Business, and approximately fifty percent (50%) of your total expenses in connection with the ongoing operation of the Franchised Business.

Purchasing/Distribution Cooperatives:

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

Purchase Arrangements:

Currently, we do not negotiate purchase arrangements with suppliers, including price terms, for the benefit of franchisees.

Benefits from Purchases:

Currently, we do not provide material benefits (for example, renewal or granting additional franchises) to a franchisee based on a franchisee's purchase of particular products or services or use of particular suppliers.

ITEM 9 – FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	Not Applicable	Not Applicable
b. Pre-opening purchases/leases	2.3, 3, 5.1	5, 6, 7, 9
c. Site development and other pre-opening requirements	2.3, 3, 4, 5	5, 6, 7, 9
d. Initial and ongoing training	13.1, 13.2	9, 11
e. Opening	2.3	11
f. Fees	3, 9.4, 9.5, 9.6, 9.7, 16 (b)	5, 6

Obligation	Section in Franchise Agreement	Item in Disclosure Document
g. Compliance with standards and policies/Operating Manual	7.1, 12.1	8, 9, 15, 16
h. Trademarks and proprietary information	11	13, 14
i. Restrictions on products/services offered	7.2, 7.3, 7.4, 7.5, 7.6	16
j. Warranty and customer service requirements	12.3, 12.6	N/A
k. Territorial development and sales quotas	2.1, 2.2	12
l. Ongoing product/service purchases	12.6	7
m. Maintenance, appearance and remodeling requirements	5.3	8
n. Insurance	12.12	7
o. Advertising	9	6, 7, 11
p. Indemnification	19.1	N/A
q. Owner's participation/management/staffing	10.1, 10.2	15
r. Records and reports	8.3, 12.5, 12.8	21
s. Inspections/audits	12.8	N/A
t. Transfer/Assignment	17	17
u. Renewal	16	17
v. Post-termination obligations	2.5, 14, 15	17
w. Non-competition covenants	18	N/A
x. Dispute resolution	19.12, 19.13	N/A
y. Other		

ITEM 10 - FINANCING

We do not offer financing at this time. We do not guarantee any Notes, Leases or obligations for you. While we are not obligated to do so, we may, in our discretion, introduce you to third party financing sources that may, if you meet their qualifications, supply financing options for items required as part of the initial investment.

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 Assistance

Before you open your Franchised Business, the Company will:

1. Designate a Territory for your Franchised Business (Franchise Agreement, Section 2);
2. Provide electronic artwork for advertising use, specifications for marketing materials, equipment and other materials related to the operation of your franchise (Franchise Agreement, Sections 5,7 and 12) ;
3. Provide Franchise Business with a copy of Operations Manual (Franchise Agreement Section 13); a copy of the Table of Contents of the Operations Manual is attached as Exhibit "B" to this Disclosure Document. You may not copy the Operations Manual without permission of J Dog Franchises, LLC;
4. Provide an initial training program for you and up to one (1) employee, which you both must complete to our satisfaction. The training program consists of both in-class and in-field training (Franchise Agreement Sections 10 and 13).

Post-Opening Assistance

During the operation of the Franchised Business, the Company will:

1. Provide access to one copy of our confidential Operations Manuals (Franchise Agreement, Section 13.3);
2. Administer and maintain the J Dog Junk Removal & Hauling website, www.jdogjunkremoval.com, which will list and may include a page specific to the Franchised Business location, with your contact information;
3. Provide you with general advice, assistance and field support as we deem helpful to you in the ongoing operation, advertising and promotion of the Franchised Business (Franchise Agreement, Section 13.4);
4. Coordinate and conduct periodic training programs for franchisees as we in our sole discretion deem necessary (see Franchise Agreement, Section 13.1);
5. On a periodic basis, conduct inspections of the Franchised Business and its operations and evaluations of the methods and staff employed at the Franchised Business (Franchise Agreement, Section 13.3).

Advertising and Promotion

Initial Marketing Fee. We will determine how you must expend the Initial Marketing Fee prior to and/or during the first six months of operation on marketing and promoting your Franchised Business in the Territory. Marketing will consist of all forms of marketing and advertising we deem effective, in our sole discretion. This may include, but is not limited to traditional print, electronic and social media. We may request proof of such expenditures.

National Advertising and Marketing Fund. We may establish a national advertising and marketing fund for J Dog Junk Removal & Hauling Businesses (the "**Marketing Fund**"). If we establish a Marketing Fund, you must contribute to the Marketing Fund in an amount up to $300 per month ("**Marketing Fund Contribution**"). J Dog Junk Removal & Hauling Businesses owned by us or our affiliates will contribute to the Marketing Fund on the same basis as our franchisees.

We will direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic market, media placement and allocation. The Marketing Fund may pay for producing video, audio, written materials and other electronic media; developing, implementing, and maintaining the Franchise System Website (defined below) or related websites that promote J Dog Junk Removal & Hauling Businesses and/or related strategies; administering regional and multi-regional marketing and advertising programs (including purchasing trade journal, direct mail, and other media advertising); using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Marketing Fund may advertise locally, regionally, and/or nationally in printed materials, on radio, and/or on the Internet, whichever we think best. The Marketing Fund may periodically give you samples of advertising, marketing, and promotional formats and materials at minimal or no cost. The Marketing Fund may sell you multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Marketing Fund separately from our other funds. We may use the Marketing Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Marketing Fund, the Marketing Fund's other administrative costs, travel expenses of personnel while they are on Marketing Fund business, meeting costs, overhead relating to Marketing Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Marketing Fund and its programs, including market research, public relations, preparing materials, and collecting and accounting for Marketing Fund Contributions.

The Marketing Fund is neither our asset nor a trust. We have an obligation to hold all Marketing Fund Contributions for the benefit of the contributors and to use Marketing Fund Contributions only for their permitted purposes described above. We have no fiduciary obligation to you for administering the Marketing Fund. The Marketing Fund may spend in any fiscal year more or less than the total Marketing Fund Contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use interest earned on Marketing Fund Contributions to pay costs before spending the Marketing Fund's other assets. Any funds remaining in the Marketing Fund at the end of the year will roll over to the next year. While we will not use any Marketing Fund Contributions principally to solicit new franchise sales, we do reserve the right to include a notation in any advertisement indicating "franchises available to honorably discharged US Armed Forces Veterans, Military Families, Active Duty Personnel and Reserves (with our contact information)". As of the date of this Disclosure Document, we have not collected any Marketing Fund Contributions.

We will prepare an annual, unaudited statement of Marketing Fund collections and expenses and give it to you upon written request. The Marketing Fund is not audited currently. We may choose to have the Marketing Fund audited annually, at the Marketing Fund's expense, by an independent certified public accountant. We may incorporate the Marketing Fund or operate it through a separate entity when we think appropriate. Our successor entity will have all of the rights and duties described here.

The purpose of the Marketing Fund is to maximize recognition of the applicable Marks and patronage of J Dog Junk Removal & Hauling Businesses. Although we will try to use the Marketing Fund to develop advertising and marketing materials and programs, and to place such materials that will benefit all J Dog Junk Removal & Hauling Businesses, we cannot ensure that Marketing Fund expenditures in or affecting any geographic area are proportionate or equivalent to Marketing Fund Contributions by contributors operating in that geographic area or that any contributor benefits directly or in proportion to its Marketing Fund Contribution from the development of advertising and marketing materials or the placement of advertising.

We may use collection agents and institute legal proceedings to collect Marketing Fund Contributions at the Marketing Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Marketing Fund. Except as otherwise disclosed, we assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Marketing Fund.

We may at any time defer or reduce the Marketing Fund Contribution and, upon 30 days' prior written notice to you, reduce or suspend Marketing Fund Contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If we terminate the Marketing Fund, we will distribute all unspent monies to franchise owners, and to us and any of our affiliates, in proportion to their, and our, respective Marketing Fund Contributions during the preceding 12-month period.

Advertising Counsel Composed of Franchisees

We do not have an advertising council composed of franchisees that advises us on advertising policies. If we choose, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies, we will determine in advance how franchisees are selected to the council. We reserve the right to change or dissolve such council at any time

Local Advertising. Each calendar month, you agree to spend a Local Advertising Expenditure of the greater of (a) $500 per territory or (b) 2% of your Gross Sales during the previous calendar month, to advertise and promote your J Dog Junk Removal & Hauling Business (including the costs of online advertising). Upon our request, you must send us, in the manner we prescribe, an accounting of your Local Advertising Expenditures during the preceding months.

Your local advertising and promotions must follow our guidelines. All advertising and promotional materials developed for your J Dog Junk Removal & Hauling Business must contain notices of our Franchise System Website's (defined below) domain name in the manner we designate. All advertising, promotion and marketing must be completely clear, factual, and not misleading and conform to both the highest standards of ethics and our advertising and marketing policies.

All advertising, promotion and marketing must conform to our System Standards. You must send us for approval samples of all advertising, promotional and marketing materials which we have not prepared or previously approved at least 10 days before you intend to use them. If we do not approve the materials within 5 days of our receipt of such materials, then they shall be deemed disapproved. You may not use any advertising, promotional or marketing materials that we have not approved or have disapproved.

Local Advertising Cooperative. We, our affiliates, or our designees may establish a local advertising cooperative ("**Local Advertising Cooperative**") in geographical areas in which 2 or more J Dog Junk Removal & Hauling Businesses are operating. The Local Advertising Cooperative will be organized and governed by written documents in a form and manner, and begin operating on a date, that we determine in advance. Such written documents will be available for participating franchisees to review. We may change, dissolve and merge Local Advertising Cooperatives. Each Local Advertising Cooperative's purpose is, with our approval, to administer advertising programs and develop advertising, marketing and promotional materials for the area that the Local Advertising Cooperative covers. If, as of the time you sign the Franchise Agreement, we have established a Local Advertising Cooperative for the geographic area in which your J Dog Junk Removal & Hauling Business is located, or if we establish a Local Advertising Cooperative in that area during the Franchise Agreement's term, you must sign the documents we require to become a member of the Local Advertising Cooperative and to participate in the Local Advertising Cooperative and contribute your share to such cooperative program as those documents require. Your Local Advertising Cooperative contribution will be credited to your Local Advertising Expenditure described above and may be capped based on the provisions of the by-laws adopted by the Local Advertising Cooperative, subject to our approval. You will pay these monies to us electronically and we will remit them periodically to the Local Advertising Cooperative. J Dog Junk Removal & Hauling Businesses owned by us or our affiliates will contribute to the appropriate Local Advertising Cooperative on the same percentage basis as franchisees.

Each J Dog Junk Removal & Hauling Business contributing to the Local Advertising Cooperative's area will have 1 vote on matters involving the activities of the Local Advertising Cooperative. The Local Advertising Cooperative may not use any advertising, marketing or promotional plans or materials without our prior written consent. We will assist in the formulation of marketing plans and programs, which will be implemented under the direction of the Local Advertising Cooperative. Subject to our approval, the Local Advertising Cooperative will have discretion over the creative concepts, materials and endorsements used by it. The Local Advertising Cooperative assessments may be used to pay the costs of preparing and producing video, audio and written advertising and direct sales materials for J Dog Junk

Removal & Hauling Businesses in your area; purchasing direct mail and other media advertising for J Dog Junk Removal & Hauling Businesses in your area; implementing direct sales programs; and employing marketing, advertising and public relations firms to assist with the development and administration of marketing programs for J Dog Junk Removal & Hauling Businesses in your area.

The monies collected by us on behalf of a Local Advertising Cooperative will be accounted for separately by us from our other funds and will not be used to defray any of our general operating expenses. You must submit to us and the Local Advertising Cooperative any reports that we or the Local Advertising Cooperative require. Each Local Advertising Cooperative must prepare financial statements annually, which will be subject to review by participating franchisees.

You understand and acknowledge that your J Dog Junk Removal & Hauling Business may not benefit directly or in proportion to its contribution to the Local Advertising Cooperative from the development and placement of advertising and the development of marketing materials. Local Advertising Cooperatives for J Dog Junk Removal & Hauling Businesses will be developed separately, and no cooperative will be intended to benefit the others. We will have the right, but not the obligation, to use collection agents and to institute legal proceedings to collect amounts owed to the Local Advertising Cooperative on behalf of and at the expense of the Local Advertising Cooperative and to forgive, waive, settle and compromise all claims by or against the Local Advertising Cooperative. Except as expressly provided in the Franchise Agreement, we assume no direct or indirect liability or obligation to you with respect to the maintenance, direction, or administration of the Local Advertising Cooperative.

Site Selection

We do not require you to secure office space for your Franchise Business. You must however maintain sufficient space to operate computer and telephone equipment and maintain records pertaining to your Franchised Business.

Opening a Franchised Business

A specific length of time between signing of the Franchise Agreement and the operation of the Franchise Business is estimated to be six (6) to eight (8) weeks. Factors affecting this length of time usually include your availability for attending training sessions and your ability to purchase the required equipment and supplies from vendors.

Operations Manual

We will provide you with a copy of our Operations Manual to use in the operation of your Franchise Business. The manual is confidential and will remain our property. The current table of contents of the Operations Manual is attached to this Disclosure Document as **Exhibit C**. We may modify the Operations Manual periodically to reflect changes in System Standards.

Franchise System Website.

We maintain a website ("**Franchise System Website**") to advertise, market, and promote J Dog Junk Removal & Hauling Businesses, the products and services that they offer and sell, and the J Dog Junk Removal & Hauling franchise opportunity. We may, but are not obligated to, provide you with a webpage on the Franchise System Website that references your J Dog Junk Removal & Hauling Business. If we provide you with a webpage on the Franchise System Website, you must (i) provide us the information and materials we request to develop, update, and modify your webpage; (ii) notify us whenever any information on your webpage is not accurate; and (iii) if we give you the right to modify your webpage, notify us whenever you change the content of your webpage. We will own all intellectual property and other rights in the Franchise System Website, including your webpage, and all information it contains (including the domain name or URL for your webpage, the log of "hits" by visitors, and any personal or business data that visitors supply). We have the right to maintain websites other than the Franchise System Website.

We will maintain the Franchise System Website, and may use the Marketing Fund's assets to develop, maintain and update the Franchise System Website. We periodically may update and modify the Franchise System Website (including your webpage). We have final approval rights over all information on the Franchise System Website (including your webpage). We may implement and periodically modify System Standards relating to the Franchise System Website.

Even if we provide you a webpage on our Franchise System Website, we will only maintain such webpage while you are in full compliance with the Franchise Agreement and all System Standards we implement (including those relating to the Franchise System Website). If you are in default of any obligation under the Franchise Agreement or our System Standards, then we may temporarily remove your webpage from the Franchise System Website until you fully cure the default. We will permanently remove your webpage from the Franchise System Website upon the Franchise Agreement's expiration or termination.

All advertising, marketing, and promotional materials that you develop for your J Dog Junk Removal & Hauling Business must contain notices of the Franchise System Website's domain name in the manner we designate. Only we have the right to sell products sold by J Dog Junk Removal & Hauling Businesses on the Internet through the Franchise System Website. You agree that you will not sell any J Dog Junk Removal & Hauling products or services to customers on a Website through the Internet or through any alternative channels of distribution, except through sales methods designated by us.

Except as provided above, or as approved by us in writing, you may not develop, maintain or authorize any website (other than the Franchise System Website), domain name, URL address, or other online presence or other electronic medium that mentions your J Dog Junk Removal & Hauling Business, links to the Franchise System Website or displays any of the Marks. If we approve the use of any such websites, other online presences or electronic mediums, including social networking websites (such as LinkedIn®, myspace.com®, twitter®, facebook®, or YouTube®) in the operation of your J Dog Junk Removal & Hauling Business, or the posting of messages relating to your J Dog Junk Removal & Hauling Business on other websites, you will do so only in accordance with our guidelines. We reserve the right to require our approval of any message you compose for a social networking website or commentary for any other website before you post such message or commentary. We also reserve the right to revoke your approval to use any website at any time.

Computer System.

Within 30 days after you sign the Franchise Agreement, you must obtain and use the computer hardware, scheduling system and/or software we periodically designate to operate J Dog Junk Removal & Hauling Businesses (the "**Computer System**"). Currently, the Computer System components consist of the following:

- 1 Laptop Computer with a Printer
- 1 Wireless Internet Modem
- Scheduling Software
- QuickBooks Financial Management Software ("Quickbooks")

We estimate the cost of purchasing the laptop computer, the Internet modem and purchasing and licensing the scheduling software to range between $500 and $1,500. You must use the software we designate to schedule all jobs for your J Dog Junk Removal & Hauling Business and to process all customer payments. We or our affiliates currently do not charge a technology fee but may do so in the future. (See Item 6) You may be required to enter into a license agreement with us/our designated supplier for the scheduling software.

Over the term of your franchise, we may modify the specifications for and components of the Computer System and you agree to implement our modifications within 30 days after you receive notice from us, which may include purchasing, leasing and/or licensing new or modified computer hardware and/or software and obtaining service and support for the Computer System. You must pay for any additional or replacement proprietary software or technology that we, our affiliates, or a third-party designee licenses to you and for other maintenance and support services that we, our affiliates or a third-party designee provides during the Franchise Agreement's term. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the Franchise Agreement's remaining term, you will incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions and modifications) and required service and support.

The Computer System will enable you to collect information about your market, clients, scheduling, prices, sales and payroll. At our request, you are required to sign a release with any vendor of your Computer System providing us with unlimited access to your data. We and our affiliates currently have/reserve the right to have independent, unlimited access to all information relating to your J Dog Junk Removal & Hauling Business generated by your use of the scheduling software. There are no contractual limitations on our and our affiliates' right to access this information and data. We also reserve the right to have independent access to other information on your Computer System in the future, such as your Quickbooks, if we determine it necessary to ensure your compliance with Franchise System standards and/or to assist us in improving the Franchise System overall.

Despite the fact that you agree to buy, license, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) your connectivity to the Computer System at all times; and (3) any and all consequences if the Computer System is not properly operated, maintained and upgraded. We estimate that your annual Computer System maintenance costs will range from $600 to $1,000.

Training Program.

TRAINING PROGRAM			
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
J Dog Junk Removal & Hauling History, Stories and Culture	3 hours	N/A	Berwyn, PA
Inspection of Vehicle And Trailer Procedure	1 hour	N/A	Berwyn, PA
Loading/Lifting of Cargo	5 hours	N/A	Berwyn, PA
Marketing	3 hours	N/A	Berwyn, PA
Banking/Accounting/Quickbooks	5 hours	N/A	Berwyn, PA
Competition	1 hour	N/A	Berwyn, PA
Question/Final Comments	1 hour	N/A	Berwyn, PA
Training on site – 2 Days		6 to 12 hours	Franchisee's market
Total Hours	19.0 hours	6 to 12 hours	

We conduct the initial training every month, or as often as required at our training facility in Berwyn, PA. There is currently no charge for attendance at initial training by you and one of your employees. You must, however, pay for all travel and living expenses for you and your attendee(s).

You, and if you are a corporate entity, all of your voting shareholders or members, directors, officers, and Management must complete Initial Training to the satisfaction of Franchisor prior to the Scheduled Opening Date. The Scheduled Opening Date is typically 6 to 8 weeks after the signing of the Franchise Agreement.

Currently, our training instructor is our Regional Director of Operations, Wayne Turner. As we continue to expand, we will hire other qualified regional directors, who will train new franchisees in their respective regions. We plan to have each regional director oversee approximately thirty franchise locations, with the overall program overseen by our founder and president, Jerry Flanagan. Jerry has been actively involved in all aspects of the junk removal business, of the kind you'll be running, since November of 2011, when he founded JDog, LLC. Jerry's business and marketing experience stretches back to 1999, when he first started his own business.

We also reserve the right to offer and/or require additional training courses as we deem necessary.

ITEM 12 – TERRITORY

You will receive a designated territory ("Territory") in which to operate the Franchised Business. Before signing the Franchise Agreement, we will determine your Territory by developing geographic areas with base populations of approximately **100,000 persons**, based on our experience, using data including but not limited to; zip code data, income, demographic data. We will not establish a company-owned business or a franchise selling the same or similar goods and services under the same or similar trademarks within your Territory. We may, however, establish franchisor-owned locations or other franchises outside your Territory, regardless of proximity to the boundaries of your territory. Nothing in your Franchise Agreement prohibits us from soliciting business in your territory through alternative channels of distribution other than Franchised Businesses ("Alternative Channels").

We currently have no plans to do so, but we may establish, acquire or license a company-owned business or a franchise selling the same or similar goods and services under substantially different trademarks or selling substantially different goods and services under the same or similar trademarks within your Territory, provided such business it is not in direct competition with you.

There are no restrictions on your ability to relocate your Franchised Business, provided you relocate within your Territory, and your new location meets the minimum standards outlined in the Operations Manual and in Item 8 of this Disclosure Document.

You do not acquire any rights to territories adjacent to yours by nature of entering into a franchise agreement with us and you may not solicit business outside of your Territory through Alternative Channels without our prior written permission; however, you are free to operate and solicit business in any adjacent territory so long as you do not infringe on the designated territory of any other J Dog Junk Removal & Hauling® business. Your establishment of goodwill or customer relationships outside of your Territory will not limit our right to open or franchise a Junk Removal Business that encompasses such territory, in which case, you would be excluded from that territory. We may, but are not obligated to expand your territory for an additional initial fee and monthly Royalty, which would be calculated on a case by case basis. See Item 6 of this Disclosure Document for information and additional fees related to your operation of an additional trailer within your Territory.

Your Territorial rights are not dependent upon achievement of a certain sales volume, market penetration or other contingency, and cannot be unilaterally altered by us without your permission; however, each Trailer you operate in each Territory you are granted is subject to the monthly Royalty fees disclosed in Item 6 of this Disclosure Document.

ITEM 13- TRADEMARKS (Reg. No. 4,253,237 and Reg. No. 4,267,383)

We license from J Dog Holdings, LLC the exclusive right to use or license to use the Marks, including Registration No. 4,253,237 and Registration No. 4,267,383. "J Dog Junk Removal" (Reg. No. 4,253,237) was registered on the Principal Register of the United States Patent and Trademark Office (USPTO) ("Principal Register") on December 4, 2012 and our army dog logo (Reg. No. 4,267,383) was registered on the Principal Register on January 1, 2013.

As of the date of this Disclosure Document with respect to both registered marks (the "Registered Marks"): (1) all affidavits required by the USPTO have been filed; (2) there are no pending infringement, opposition or cancellation proceedings; and (3) there is no pending litigation involving ownership rights material to the franchise.

During the term of your Franchise Agreement, we will grant you the right to use these Marks in the operation of your Franchised Business within a territory. By Marks we mean the trade names, trademarks, service marks and logos used to identify J Dog Junk Removal (collectively, the "Marks"). There are no agreements currently in effect which significantly limit our right to use or license the use of such trademarks, service marks, trade names, logos types or other commercial symbols in any matter material to the Franchised Business.

You must use the names and marks in full compliance with provisions of the Franchise Agreement and in accordance with our standards. You cannot use any name or Mark as a part of any corporate name which any prefix, suffix or other modifying words, terms, designs or symbols. In addition, you may not use any name or Mark in any other manner not explicitly authorized in writing by us. You must affix an ® whenever using the Registered Marks, and TM or some other symbol directed by us when using the other Marks, to indicate to the public that each of the Marks is a trademark belonging to or licensed to us. Additionally, on any printed materials bearing the Marks you must clearly indicate "Trademark licensed by JDog Franchises, LLC" or some other phrase designated or approved by us.

You may not directly or indirectly oppose our right to the trademarks, trade names, trade secrets or business techniques that are part of or licensed exclusively to J Dog Junk Removal & Hauling. You must notify us immediately if you learn of a claim against your use of any of the Marks. We will take whatever action, if any, we deem appropriate. We have no obligation to defend you or to take any legal action against others with respect to any claims related to your use of the Marks, but we will indemnify you against any lawsuits or damages incurred by you as a result of a successful claim of infringement brought by a third party and related to your use of a Mark in accordance with the terms of the Franchise Agreement.

If at any time During the Term or any exercised Renewal Term, we are forced to or deem it advisable to modify or discontinue use of any Marks or to adopt for use in the System any additional or substitute marks then you must promptly comply with such modification or discontinuance at your sole expense (unless such discontinuance or modification occurs during the first year of your Initial Term, in which case, we will bear the cost associated therewith.

ITEM 14 – PATENTS, COPYRIGHTS, PROPRIETARY INFORMATION

We may or may not register claims in patents or copyrights that are material to our business, but JDog Franchises, LLC does claim proprietary rights and copyrights to the confidential information contained in the Operations Manual. JDog Franchises, LLC also claims copyrights on operational materials specifically associated with the System, including the proprietary advertisements, all materials presented to prospective customers, printed materials and forms associated with the operation of a Franchised Business. We have the right to control any litigation involving any right we have or may acquire in any patent, copyright or application for either. You must promptly tell us when you learn about unauthorized use of this proprietary information or our intellectual property. We are not obligated to take any action, but will respond to this information as we deem appropriate. Our interests are to protect the integrity of the brand. We will not indemnify you for losses claimed by a third party concerning your use of this information.

There are no current determinations of the USPTO, the U.S. Copyright Office or any court regarding patents or copyrights that are material to the Franchised Business.

ITEM 15 - OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We require that your Franchised Business be under the direct supervision, at all times, of one (1) full time general manager. If you are an individual, you will generally be the person who acts as general manager; however the general manager can be any person so long as they have been trained and thereafter approved by us. Each territory requires its own general manager. There is no requirement that the general manager own equity in you or your Franchised Business. We may request that you require your employees including your general manager to sign a Confidentially Agreement approved by us.

ITEM 16 - RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate the Franchised Business and perform all services in accordance with the Operating Guidelines and the standards established. We have an unlimited right to change the types of authorized business services that the Franchised Business provides to consumers.

ITEM 17 - RENEWAL AND/OR TRANSFER OF THE FRANCHISED BUSINESS

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	2.4	15 years from the Scheduled Opening Date unless otherwise terminated.
b. Renewal or extension	16	An additional 15 year Terms, under the then-current contract terms for new franchisees.
c. Requirements for franchisee to renew or extend	16	The requirements for you to renew are: (1) 9 to 12 months' notice; (2) meet our then-current requirements for franchisees; (3) not be in default or have been habitually in default; (4) sign our then-current form of Franchise Agreement; and (5) pay the renewal fee. You may be asked to sign a contract with materially different terms and conditions than your original Franchise Agreement.
d. Termination by franchisee	None	
e. Termination by Franchisor without cause	17.5	See paragraph p. of this Item.

f. Termination by Franchisor with cause	14	We may terminate if you are in Material Default. In some circumstances you will get notice and an opportunity to cure. In some instances your franchise may be terminated immediately.
g. "Cause" defined – curable defaults	14.1	a. failure to pay us, an affiliate, supplier, landlord, government authority, etc.; b. failure to offer an approved service or offering a non-approved service; c. failure to comply with any obligation under the Franchise Agreement not subject to immediate Termination.
h. "Cause" defined – non-curable defaults	14.1	a. Insolvency; b. Default on vehicle or trailer lease resulting in failure maintain minimum number of vehicles or trailers; c. attempted assignment or transfer without consent; d. misuse of or failure to protect our Mark(s), know-how, copyrighted material, operations manual, or other intellectual property; e. false reports; f. illegal or misleading business acts; g. criminal conviction of your owners, officers or directors h. 3 or more notices of default whether curable or non-curable.
i. Franchisee's obligations on termination/non-renewal	15	Discontinue operations; payment of all accounts by bank draft; return all items belonging to Franchisor. Abide by non-compete (see r. below)
j. Assignment of contract by Franchisor	17.7	There are no restrictions on our right to assign.
k. "Transfer" by Franchisee –	17.1-2	a. Assignment or sale of this Agreement or any of the rights and privileges of the

definition		Franchisee, the Franchised Business or any part of it, or any share or interest in Franchisee; b. any change in the legal or beneficial ownership of voting units representing more than 10 percent of all outstanding voting units of a corporate franchisee.
l. Franchisor approval of transfer by Franchisee	17	You must obtain our written approval before any transfer
m. Conditions for franchisor approval of transfer	17.3	a. Our prior approval of any advertisement for sale; b. transfer fee paid; c. transferee must be approved by us and must sign then-current Franchise Agreement; d. return of Operations Manual and all other materials; e. releases signed by franchisee(s); f. completion of training by transferee; g. all agreements in good standing; h. assignment of any trailer or vehicle leases; i. Security Agreement signed.
n. Franchisor's right of first refusal to acquire franchisee's business	17.6	We have a right to match any offer to buy your Franchise Business
o. Franchisor's option to purchase your business	15.4	None, but we have the option to buy your supplies and equipment at termination or expiration of the Franchise Agreement.
p. Death or disability of franchisee	17.5	Estate has 6 mos. to assign to approved individual or entity. If not assigned within 6 mos., franchisor has right to terminate, unless prohibited by state law.
q. Non-competition covenants during the	18	You may not directly or indirectly compete within territory, within the metropolitan area

term of the franchise		where the territory is situated, within any a 15-mile radius of any territory in the System.
r. Non-competition covenants after the franchise is terminated or expires	18	Item q. above applies for 24 months after the expiration or termination of the Franchise Agreement including any exercised term.
s. Modification of the agreement	19.9	The Franchise Agreement may only be modified by a writing signed by you and us.
t. Integration/merger clause	19.8	Only the terms of the franchise agreement are binding (subject to your state's law). Any other promises may not be enforceable. No claim made in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	19.13	All claims must be presented for period of 30 days before filing suit; during which time either party may demand non-binding mediation to be held at our Berwyn, PA offices.
v. Choice of forum	19.12-13	Subject to potential limitations of your state's laws, litigation must be in Philadelphia, PA, except we may take action in other jurisdictions as may be necessary to obtain declaratory, injunctive, or other relief, subject to state law.
w. Choice of law	19.12	Subject to potential limitations of your state's law, Pennsylvania law applies for construction and interpretation of the Franchise Agreement, but does not give rise to statutory or regulatory claims that would not otherwise apply.

ITEM 18 - PUBLIC FIGURES

J Dog Junk Removal & Hauling does not use any public figure to promote its franchises.

ITEM 19 - FINANCIAL PERFORMANCE, REPRESENTATIONS

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

***The following two tables (19.1 and 19.2) contain projections based on our founder's experience and our forward-looking projections. No actual franchisee data was used and your actual experience may differ. Rely on these projections at your own risk.**

Table 19.1 shows a projection of average gross profit per job. These figures assume an owner operated vehicle with a single helper. If you plan to hire a driver, you should anticipate paying out an additional 20 percent of gross revenues. The average job should take approximately sixty to ninety minutes, assuming there is a dump facility within fifteen minutes of the pickup location.

Table 19.1 - GROSS PROFIT PER JOB	low		high
Average Revenue Per Job[1]	**$208**	-	**$318**
Customer Fees	$200	-	$300
Scrap Metal/Resale[2]	$8	-	$18
Average Variable Costs Per Job	**$50**	-	**$100**
Fuel[3]	$16	-	$30
Dump Fees[4]	$16	-	$36
Labor (8-10%)[5]	$17	-	$34
Paypal Charges[1]	$1	-	$2
Average Gross Profit Per Job	**$159**	-	**$218**

[1] This projection does not include hauling, which is a new service offering with no historical data on which to base an estimate. It is expected that the average hauling job will have lower gross revenues and lower expenses than our traditional junk removal jobs.
[2] Based on our founder's experience while operating our Wayne, PA location, where 4 to 6 percent of revenues were derived from scrap metal, recycling and resale. Scrap metal prices and resale value of junk items may be more or less in your area.
[3] Fuel prices fluctuate with the market and vary by area. Your fuel consumption will vary based on the make, model and year of your vehicle and the location of your nearest dump facility.
[4] Dump Fees will vary by locality. Our Wayne, PA location averages approximately 11 percent of gross fee revenue spent on dump fees. You should check with dump facilities near your location for rates in your area.
[5] Assumes proper scheduling with 6 to 8 jobs in an average work day. If you schedule fewer jobs in an average work day, your labor costs will tend to be higher.

Table 19.2 shows the approximate fixed monthly costs our founder experienced while operating our Wayne, PA location in addition to costs imposed by the Franchisor. You may experience other costs in running your business. These figures do not include financing charges, debt retirement, start-up costs or capital investments. If you incur debt to fund your business, you should factor in those costs as well.

Table 19.2 - FIXED MONTHLY COSTS			
	low		high
Royalty[2]	$800	-	$2,000
Advertising & Marketing[3]	$1,000	-	$2,000
Vehicle Maintenance[4]	$200	-	$400
Commercial Insurance[5]	$80	-	$165
Vehicle Insurance	$200	-	$400
Computer & Internet Expenses	$25	-	$50
Call Center Fee	$125	-	$125
Professional Fees	$150	-	$250
Supplies	$125	-	$125
Telephone	$100	-	$100
Total:	**$2,805**		**$5,615**

Historical Numbers

Table 19.3 represents the actual historical results our founder experienced while operating our Wayne, PA location (now the Wayne, PA franchise location, as of June 2014) for its first 39 months of operation from April 2011 through June 2014. (1) The average for the jobs done below, with a helper was approximately one hour to ninety minutes including drive time, loading at the customer and unloading at the dump facility. The Wayne, PA operation was run without a helper through 2012. During 2013, the company did enlist the services of a helper and it is assumed and recommended that franchisees will need to hire a helper at an hourly wage to assist with the loading and unloading. The maximum jobs one truck with a trailer operated by the franchisee and one helper is estimated to be thirty to thirty-five per week if properly scheduled. The below numbers reflect a less than full time operation, as our founder did not devote full time to the business, but spent considerable time in the creation of the franchise system and the planning and building of the franchise company. It is assumed that one truck, if properly scheduled, could do between 100 and 130 jobs per month.

1 Assumes approximately 1 in 6 customers pay by credit card.

2 Your monthly royalty will range from $800 per month in year one to $2,000 per month in year four. For a complete schedule of royalties, please refer to Item 6 of this Disclosure Document.

3 This figure includes the mandatory Social Media Fee disclosed in Item 6 of this Disclosure Document.

4 Vehicle Maintenance expense will vary based on the make, model and age of your vehicle, driving conditions in your area, the number of jobs you perform, and the average distance to and from each job.

5 High End commercial insurance estimate includes $75 per month for $10,000 of cargo insurance. This is required to participate in our new

Year	Table 19.3 - HISTORICAL AVERAGE[1] Jobs per Month	Revenue per Job	Dump Fees per Job[2]	Auto Expense per Job[3]
2011[4]	36	$181	$29	$47
2012	27	$233	$36	$44
2013	45	$262	$37	$34
2014[5]	45	$293	$32	$25

Our founder's single operation (now the Wayne, PA franchise location, as of June, 2014) sold this amount. Your individual results may differ. There is no assurance that you will sell/earn as much.

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1 The above performance was for our initial market location in an affluent suburb outside of a major metropolitan area. Depending on where you locate your franchise, the results you are able to achieve may not be similar. Your cost may also be significantly higher depending on where you locate your franchise. You should research all of these costs before you decide to purchase this franchise.

2 Dump fees will vary by geographic location. The fees above are the actual dump fees paid by the company operation in Chester County, Pennsylvania. Before buying this franchise, you should investigate what your actual dump fees will be as they can vary widely based on location.

3 The Auto expense is for fuel, routine maintenance and insurance. The expenses above were actual cost incurred by the company operation and did not include any truck repairs and improvements over $500 or any lease payments on the truck. Those costs are considered part of the initial investment and/or ongoing capital improvements and investments into the business and will vary by franchisee.

4 Includes 9 months, from when the company started operating in April, 2011 through the end of the year.

5 Includes 7 months, from January through July, 2014.

ITEM 20 – LIST OF OUTLETS AND FRANCHISED INFORMATION

Note: All of the data in these tables reflects the activities of our predecessor, J Dog Franchises, Inc. and is through September 19, 2014.

Table No. 1
Systemwide Summary
For Years 2011 to 2014*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2012	0	0	0
	2013	0	2	2
	2014*	2	5	3
Company/Affiliate Owned	2012	1	1	0
	2013	1	1	0
	2014*	1	0	-1
Total Outlets	2012	1	1	0
	2013	1	3	2
	2014*	3	5	2

* 2014 Data reflects a partial year from January 1, 2014 through September 19, 2014

Table No. 2
Transfers of Outlets From Franchisees to New Owners
(Other than Franchisor)
For Years 2012 to 2014*

State	Year	Number of Transfers
Florida	2012	0
	2013	0
	2014	0
Michigan	2012	0
	2013	0
	2014	0
Missouri	2012	0
	2013	0
	2014	0
Pennsylvania	2012	0
	2013	0
	2014	0
Tennessee	2012	0
	2013	0
	2014	0
Texas	2012	0
	2013	0
	2014	0

* 2014 Data reflects a partial year from January 1, 2014 through September 19, 2014

Table No. 3
Status of Franchise Outlets
For Years 2012 to 2014*

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewals	Re-acquired by Franchisor	Ceased Operation Other Reason	Outlets at End of Year
FL	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	2014*	0	1	0	0	0	0	1
MI	2012	0	0	0	0	0	0	0
	2013	0	1	0	0	0	0	1
	2014*	1	0	0	0	0	0	1
MO	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	2014*	0	1	0	0	0	0	1
PA	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	2014*	0	1	0	0	0	0	1
TN	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
	2014*	0	1	0	0	0	0	1
TX	2012	0	0	0	0	0	0	0
	2013	0	1	0	0	0	0	1
	2014*	1	0	0	0	0	0	1
TOTAL	2012	0	0	0	0	0	0	0
	2013	0	2	0	0	0	0	2
	2014*	2	3	0	0	0	0	5

* 2014 Data reflects a partial year from January 1, 2014 through September 19, 2014

Table No. 4
Status of Company Owned Units
For Years 2012 to 2014*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Pennsylvania	2012	1	0	0	0	0	1
	2013	1	0	0	0	0	1
	2014	1	0	0	0	1	0

* 2014 Data reflects a partial year from January 1, 2014 through September 19, 2014

Table No. 5
Projected Openings During 2015 Fiscal Year

State	Agreements Signed But Businesses Not Open	Projected New Franchisees In The Next Fiscal Year*	Projected Company Owned Locations In Next Fiscal Year
Alabama	-	0-3	-
Alaska	-	0-3	-
Arizona	-	0-3	-
Arkansas	-	0-3	-
California	-	0-3	-
Colorado	-	0-3	-
Connecticut	-	0-3	-
Delaware	-	0-3	-
Florida	-	0-3	-
Georgia	-	0-3	-
Hawaii	-	0-3	-
Idaho	-	0-3	-
Illinois	-	0-3	-
Indiana	-	0-3	-
Iowa	-	0-3	-
Kansas	-	0-3	-
Kentucky	-	0-3	-
Louisiana	-	0-3	-
Maine	-	0-3	-
Maryland	-	0-3	-
Massachusetts	-	0-3	-
Michigan	-	0-3	-
Minnesota	-	0-3	-
Mississippi	-	0-3	-
Missouri	1	0-3	-
Montana	-	0-3	-
Nebraska	-	0-3	-
Nevada	-	0-3	-
New Hampshire	-	0-3	-
New Jersey	-	0-3	-
New Mexico	-	0-3	-
New York	-	0-3	-
North Carolina	-	0-3	-
North Dakota	-	0-3	-
Ohio	-	0-3	-
Oklahoma	-	0-3	-
Oregon	-	0-3	-

State	Agreements Signed But Businesses Not Open	Projected New Franchisees In The Next Fiscal Year*	Projected Company Owned Locations In Next Fiscal Year
Pennsylvania	-	0-3	-
Rhode Island	-	0-3	-
South Carolina	-	0-3	-
South Dakota	-	0-3	-
Tennessee	-	0-3	-
Texas	-	0-3	-
Utah	-	0-3	-
Vermont	-	0-3	-
Virginia	-	0-3	-
Washington	-	0-3	-
West Virginia	-	0-3	-
Wisconsin	-	0-3	-
Wyoming	-	0-3	-
TOTALS	1	20-30	0

*While we intend to file applications for registration in all registration states and market the system nationwide, we have no basis for projecting franchisees in any particular states at this time.

ITEM 21 - FINANCIAL STATEMENTS

J Dog Franchises, LLC was formed in June 14, 2014. Because we have not been in business for three (3) years, we are not able to include the three (3) prior years of audited financial statements normally required by this Item 21. Exhibit H contains an audited statement of our balance sheet as of September 30, 2014.

ITEM 22 - CONTRACTS

The form of JDog Franchises, LLC Franchise Agreement is attached as Exhibit B.

ITEM 23 - RECEIPTS

The last 2 pages of this disclosure document (Exhibit I) are duplicate Receipts, which will serve as an acknowledgement by you that you have received a copy of this disclosure document. You should sign both copies of the Receipt, return one copy to us and retain on for your records. If the Receipt pages, or any other pages or Exhibits is missing from your copy of the disclosure document, please contact us immediately.

EXHIBIT A: STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Corporations 71 Stevenson Street, Suite 2100 San Francisco, CA 94105-2980 415-972-8559 1-866-275-2677	Corporations Commissioner 320 West 4th Street, Suite 750 Los Angeles 90013-2344 1-866-275-2677
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 44 Capitol Avenue Hartford, CT 06106 203-240-8299	Connecticut Banking Commissioner Same Address
DELAWARE	Secretary of State's Office - Wilmington 820 N. French Street 4th Floor Wilmington, DE 19801	The Corporation Trust Company Corporation Trust Center 1209 Orange St. Wilmington, DE 19801 (302) 658-7581
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	Same
HAWAII	State of Hawaii Business Registration Division Securities Compliance Branch Dept. of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722	Hawaii Commissioner of Securities Same Address
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 515-281-4441	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-7044	Maryland Securities Commissioner Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 517-373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 651-296-4026	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance 1230 "O" Street, Suite 400 Lincoln, NE 68508 P.O. Box 95006 Lincoln, Nebraska 68509-5006	Same
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 212-416-8222	Secretary of State of New York 41 State Street Albany, New York 12231
NORTH CAROLINA	Secretary of State's Office/Securities Division Legislative Annex Building 300 Salisbury Street Raleigh, NC 27602 919-733-3924	Secretary of State Secretary of State's Office 300 Salisbury Street Raleigh, NC 27602
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140	North Dakota Securities Commissioner Same Address
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 401-222-3048	Director of the Rhode Island Department of Business Regulation Rhode Island Attorney General 233 Richmond Street Providence, RI 02903-4232
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
SOUTH DAKOTA	Department of Revenue and Regulation Division of Securities 445 E. Capitol Avenue Pierre, SD 57501-3185 605-773-4823	Director of South Dakota Division of Securities Same Address
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 E. Main Street Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

EXHIBIT B: FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

THIS Franchise Agreement ("Agreement") is made effective on the effective date shown in

Schedule A (the "Effective Date")
BETWEEN: ________________________________ **(hereinafter,"Franchisee")**

AND:

JDog Franchises, LLC, a Delaware limited liability company having its headquarters office at 100 Berwyn Park, 850 Cassatt Rd, Suite 225, Berwyn, PA 19312 **(hereinafter, "Franchisor").**

WHEREAS:
A. Franchisor has developed a system (the "System") providing for the operation of a retail business offering junk removal (the "Franchised Business") using confidential methods, procedures, and business techniques and known to the public under the name " J Dog Junk Removal & Hauling ".

B. The distinguishing characteristics of the System currently include, but are not limited to, the trademarks shown in Schedule A and related logos, designs, brand and slogans as may be changed pursuant to section 11.10 hereof (collectively the "Marks") licensed to Franchisor by J Dog Holdings, LLC, a Delaware limited liability company, which Marks Franchisor in turn licenses to Franchisee under the terms and conditions set forth herein.

C. The System includes, but is not limited to, use and promotion of the Marks, Franchised Business, operating procedures, policies, manuals, slogans and techniques designed to enable franchisees to compete in the market for junk removal services.

D. Franchisee wishes to establish and operate a Franchised Business utilizing the System at the Franchised Location described in this Agreement, and to derive the benefits of Franchisor's experience, name, advice and guidance.

NOW THEREFORE in consideration of the recitals and the covenants and agreements herein contained, the parties covenant and agree as follows:

1. DEFINITIONS

1.1 Definitions and Interpretation. In this Agreement and in every amendment hereto (unless otherwise specified in any particular amendment), the following shall apply:

(a) "Business Day" means any day, other than a Saturday, Sunday or a U.S. federal holiday, "Week" means a calendar week, beginning on a Sunday and ending on the next Saturday; and "Month" means a calendar month, or portion thereof the case of the first and last months of the Term and Renewal Term when the Term does not begin on the first day of a calendar month.

(b) The words "Franchisor", "Affiliate", "Nominee" and "Franchisee" shall be applicable to one or more persons, firms, corporations, limited liability companies or other entities.

(c) The singular number shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

(d) All references to currency are expressed in U.S. Dollars.

(e) The article, section and subsection headings are for convenience of reference only and shall not for the purpose of interpretation or any other purpose be deemed a part of this agreement.

(f) All grammatical variations of defined terms in this agreement shall have the meaning corresponding to the grammatical variation.

2. GRANT OF LICENSE, TERM AND TERRITORY

2.1 Grant. Upon the terms, covenants, and conditions set forth and referred to in this Agreement. Franchisor grants to Franchisee, and Franchisee accepts from Franchisor, the right and license, for the Term and a duly exercised Renewal Term:

(a) to establish and operate the Franchised Business from the specific location named in Schedule A (the "Franchised Location") and offering the services available through The System (the "Services");

(b) to use the System, the Marks and the Copyrighted Materials in connection within the operation of the Franchised Business and in accordance with this Agreement and the provisions of the Operations Manuals, or in such manner as may be approved in advance in writing by Franchisor; and

(c) to use the copyrighted series of System manuals, including hard copy and online materials, developed and owned by Franchisor, as revised by Franchisor from time to time (collectively, the "Operations Manuals").

2.2 Exclusivity and Performance Standards. The license granted in this Agreement gives Franchisee the right to establish the Franchised Business at the Franchised Location and shall extend only to the borders of the geographical area specified in Schedule A, or such further area as may be agreed in writing from time to time (the "Territory"). The Territory may be divided into sub-areas ("Sub territories") depending upon its size, for which Franchisee pays additional initial franchise fees, as set forth in Schedule A, or such additional initial franchise fees for additional Sub territories as may be agreed in writing from time to time (the "Sub territory Initial Fees").

Except as otherwise provided herein, Franchisor agrees not to grant a franchise for another Franchised Business within the Territory so long as this Agreement is in force and Franchisee is not in default hereunder. Franchisor, for itself and its Affiliates, expressly reserves the right to:

(i) offer the Services under the Marks through other Franchised Businesses outside of any Territory, but regardless of proximity to the boundaries of any Territory, and through channels of distribution other than Franchised Businesses; and

(ii) offer or establish other franchises or company-owned outlets or other channels of distribution selling or leasing similar products or services under names and trademarks other than the Marks, within or without the Territory, provided it is not in direct competition within the Franchisee;

2.3 Scheduled Opening Date. The parties intend that the Franchised Business will commence operation on the date specified in Schedule A (the "Scheduled Opening Date") . Franchisee will obtain and maintain all licenses, permits and inspection approvals required by law to operate the Franchised Business at the Franchised Location from and after the Scheduled Opening Date. Franchisor may extend the Scheduled Opening Date by up to 60 days on written notice from Franchisee.

2.4 Term. The term of this Agreement shall commence on the Scheduled Opening Date, whether or not the Franchised Location is open for business on that date and, unless sooner terminated as herein provided, shall continue for a term of fifteen (15) years until the expiration date shown in Schedule A (the "Term"), subject to potential renewal pursuant to Article 16.

Upon provision of notice to terminate under this Section, and after a reasonable time for Franchisor to verify compliance with the conditions above, this Franchise Agreement and all other Franchise Agreements will be terminated upon Franchisor and Franchisee entering into a mutual termination and release agreement in a form acceptable to Franchisor.

3. INITIAL FEE.

In consideration of Franchisor entering into this Agreement, Franchisee will pay to Franchisor all portions of the initial fee shown in **Schedule A** (the "Initial Fee") on or before the due dates. The initial Fee shall be deemed to be earned in full by Franchisor upon it executing this Agreement and connecting Franchisee to the Prospects Center.

4. FRANCHISE LOCATION.

During the Term, the Franchisee will maintain all Vehicles and Trailers in a clean and attractive condition and maintain office equipment as required so as to comply with the Operations Manuals and to preserve, maintain and enhance the reputation and goodwill of the Franchisor and its franchisees and the value of the Marks.

5. VEHICLE AND TRAILER LEASING REQUIREMENTS

5.1 Lease of Vehicle and Trailer by Franchisee. Franchisee shall purchase or enter into leases or subleases ("Vehicle Lease") for at least one Hummer (the "Vehicle") or another franchisor approved vehicle. Franchisee shall purchase or enter into leases or subleases ("Trailer Lease") for at least one 6'x12' trailer (the "Trailer") or another franchisor approved trailer. Vehicle and Trailer shall meet Franchisor's current specifications, which requirements are currently set out in the Franchise Disclosure Document and the Operations Manuals. Each Vehicle Lease and Trailer Lease shall only be entered into by Franchisee upon the following conditions being satisfied:

(1) Franchisor approval of the form of the Vehicle Lease or Trailer Lease (and any preceding offer to lease or sublease) prior to Franchisee executing any such document, which approval will not be unreasonably withhold. (2) Franchisee shall deliver a complete copy of the proposed offer to lease or sublease to Franchisor at least 10 days prior to executing the Vehicle Lease or Trailer Lease, and (3) a complete copy of the Vehicle Lease or Trailer Lease as executed along with the serial numbers for the Vehicle and/or Trailer, shall be delivered to Franchisor promptly following execution.

5.2 Assignment of Vehicle Lease or Trailer Lease. Franchisee shall not assign or sublet the Vehicle Lease or Trailer Lease or otherwise part with possession of the whole or any portion of the Vehicle or Trailer during the Term without first obtaining the prior written consent of Franchisor, which consent shall not be unreasonably withheld.

5.3 Maintenance and Upgrading of Vehicle and Trailer. Franchisee shall at all times comply within Franchisor's standards in respect of the Vehicle's and Trailer's state of repair and appearance, including accessories and equipment.

6. CONTINUING ROYALTIES

6.1 Royalty. Franchisee shall pay to Franchisor a continuing royalty fee as follows:

6.2 Royalty fees.
(a) $800.00 each month for the first twelve months beginning on the Scheduled Opening Date;
(b) $1200.00 each month for the months thirteen through twenty four (13-24) of the Term;
(c) $1600.00 each month for months twenty five through thirty six (25-36) of the Term;
(d) $2000.00 each month, for months thirty-seven (37) through the end of the Term; and
(e) for the entirety of any Renewal Term, the highest monthly royalty rate in the then-current franchise agreement.

6.3 Calculation and Payments. The Royalty will be paid by way of electronic transfer (automatic debit) to Franchisor within the first 3 Business Days of each month. The first month will be prorated and added to the second month if the start date is not the first day of the month. Franchisee shall execute all banking forms and documents and do all other things necessary to facilitate such payments by way of electronic transfer (automatic debit). If electronic transfer (automatic debit) of the Royalty is declined by Franchisee's bank for any reason, Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in connection with such declination, including any reasonable administrative fee as may be set by Franchisor from time to time.

7. OPERATION OF FRANCHISED BUSINESS

7.1 Standards of Operation. Franchisee acknowledges that the Marks, the Services and every other component of the System are important to Franchisor and its Franchisees, and Franchisee covenants and agrees to comply with the System, in its entirety as outlined in the Operations Manuals, which may be modified by the Franchisor from time to time, and in particular Franchisee covenants and agrees that Franchisee shall:

(a) ensure that the operation of the Franchised Business is at all times under the direct control of the Franchisee or the General Manager(s) as provided in this Agreement. Where a General Manager is absent from the Franchised Location due to illness or vacation, Franchisee shall ensure that the Franchised Business is under the direct control of a member of the Management Personnel or a trained representative or employee of Franchisee approved in advance by Franchisor in its discretion;

(b) operate the Franchised Business strictly in accordance with the standards of customer service, cleanliness, environmental safety, consistency, employee training, operation, advertising, promotion and management prescribed by Franchisor;

(c) comply with all business policies, practices and procedures prescribed by Franchisor and outlined in the Operations Manuals;

(d) keep the Franchised Business continuously open for business during all hours and days specified in writing by Franchisor from time to time, subject to compliance with the hours of operation required by local laws, if applicable;

(e) prepare and sell to the public only the Services and other services designated or approved in writing by Franchisor from time to time;

(f) maintain the interior and exterior of each Vehicle and Trailer in a safe, sound, clean and attractive condition and do all maintenance and repairs as Franchisor or lessor under each Vehicle Lease or Trailer Lease from time to time requires in writing;

(g) store and handle any waste products strictly in accordance with local, state and federal laws and regulations and in accordance with written specifications provided;

(h) not alter, modify or otherwise change, add to or delete from any portion of the System, Marks, Copyrighted Materials or Services as licensed hereunder;

(i) maintain at all times a sufficient number of properly trained employees to service customers of the Franchised Business, and maintain an inventory of goods and supplies sufficient to satisfy customer demand;

(j) maintain at all times Vehicles and Trailers for the Franchised Business in such numbers and in accordance with such specifications as Franchisor may require from time to time;

(k) hire and supervise efficient, competent, sober and courteous operators and employees for the operation of the Franchised Business and set and pay their wages, Commissions, benefits and incentives without any liability or obligation to Franchisor;

(l) cause all employees, while engaged in the operation of the Franchised Business, to wear uniforms of the color, design and other specifications only in accordance with the provisions of the Operations Manuals, or in such manner as may be approved in advance in writing by Franchisor, and to present a neat and clean appearance and render competent and courteous service to the customers of the Franchised Business;

(m) use, publish or display in connection with the operation of the Franchised Business only the signs, advertising or other materials designated or approved by Franchisor;

(n) operate the Franchised Business only under the trade name "J Dog Junk Removal & Hauling" and the Marks, as designated by Franchisor, without any accompanying words or symbols of any nature except as designated or approved in writing by Franchisor;

(o) make prompt payment in accordance with the terms of invoices rendered to Franchisee in connection with the purchase of all fixtures, equipment, supplies, advertising materials, clothing, products and any other goods, supplies, services or products supplied to Franchisee from time to time;

(p) secure and maintain in force all required licenses, permits, approvals, and certificates relating to the operation of the Franchised Business and operate the Franchised Business in full compliance with all applicable laws, and regulations, including but not limited to all governmental regulations relating to environmental safety, occupational health and safety, ERISA, workers' compensation insurance, unemployment insurance, withholding and payment of all federal and state taxes including without limitation FICA, FUTA, income tax, sales tax and personal property tax, use tax and license fees;

(q) advise all suppliers, contactors, employees and others with whom Franchisee deals, that Franchisee is an independent contractor and that all debts, liabilities and obligations incurred by it are for the account of Franchisee, and not Franchisor;

(r) faithfully observe and perform in a timely fashion all covenants to be observed and performed by Franchisee pursuant to each Vehicle Lease and Trailer Lease and any lease for the Location;

(s) use the Vehicle and Trailer solely for the Franchised Business;

(t) conduct all advertising and use all media in accordance with lawful business practices and only in accordance with the provisions of the Operations Manuals, or in such manner as may be approved in advance in writing by Franchisor;

(u) attend all franchise conferences and meetings as required by Franchisor from time to time;

(v) participate in such programs as Franchisor as may be designated in the Operations Manuals, or in such manner as may be approved in advance in writing by Franchisor, including provision of service-levels as may be required for specified accounts and the use and honoring of gift certificates and coupons;

(w) replace such items of equipment which have become obsolete or otherwise mechanically impaired, to the extent they require replacement, or as required by Franchisor from time to time; and

(x) identify Franchisor by its legal name and as a "J Dog Junk Removal & Hauling." Identify Franchisee as an "independently owned and operated franchisee of J Dog Junk Removal & Hauling" on all Vehicles, invoices, contracts, agreements, correspondence and other materials and communications used in the Franchised Business and not make any registration of any of the Marks that would grant or suggest Franchisee has ownership of the Marks.

(y) use only the phone number(s) provided by or approved by Franchisor on any and all promotional material, advertising material, vehicle wraps, trailer wraps, social media sites, or any medium or forum promoting the franchised business.

7.2 Proposed Services. If Franchisee proposes to offer for sale through the Franchised Business any services not previously designated or approved by Franchisor, then Franchisee must first submit the proposed service to Franchisor for consideration and approval. Franchisor will consider the proposed service and respond to Franchisee within a reasonable time as to whether or not the service is approved for sale through the Franchised Business. Franchisor reserves the right to make alterations to the proposed service as a condition of approval. Franchisor also reserves the right to adopt any such service for use as a standard service forming part of the Services so as to maintain consistency and enhance the System and Marks. Franchisee, in submitting any such proposal to Franchisor agrees that Franchisor may take such action, that each such submission by Franchisee to Franchisor shall constitute an irrevocable and perpetual assignment of the copyright and waiver of moral rights for the service to Franchisor, and upon each such submission shall be deemed to be part of the Know-How.

7.3 Sale of Services. Franchisee acknowledges that the reputation and goodwill of the System is based upon, and can be maintained and enhanced only by, the sale of high quality services and the satisfaction of customers who rely upon the uniformly high quality of services that are sold under the System and that such continued uniformity is essential to the goodwill, success and continued public acceptance of the System. Accordingly, Franchisee agrees to sell or otherwise deal in only the Services and such other service enhancements as Franchisor designates or approves in advance in writing, which approval may be given or withheld in the sole discretion of Franchisor.

7.4 Pricing. Franchisor will deliver to Franchisee, prior to the Scheduled Opening Date, Franchisor's current list of suggested prices for the Services, which may vary among various franchises. Franchisor will give Franchisee written notice of all changes to suggested prices (including any temporary promotional changes) and such changes shall be effective upon receipt, unless otherwise stated in the notice. Franchisee is under no obligation to adhere to the suggested prices, but should be aware that promotional and marketing materials and campaigns prepared and provided by the Franchisor may include such prices.

7.5 System Changes. Franchisor may from time to time hereafter, by written notice to Franchisee add to, subtract from, modify or otherwise change the System, including without limitation the deletion or adoption and use of new or modified Marks and Copyrighted Material, new or enhanced services, and new techniques in connection there within. Franchisee will, at its own cost, within a reasonable amount of tune following receipt of such notice, accept, implement, use and display all such changes.

7.6 Franchisee Programs. Where Franchisor designates a voluntary program from time to time respecting the operation of the Franchised Business or the provision of services to specified accounts, and the Franchisee consents to such program, the respective obligations of Franchisor and Franchisee under such program shall be obligations pursuant to this Agreement.

8. SALES

8.1 Credit Cards and Other Methods of Payment. Franchisee will maintain arrangements with Visa, American Express, MasterCard and additional or replacement credit card and debit card issuers or sponsors nominated by Franchisor from time to time, in order that the Franchised Business may accept customers' credit cards, debit cards, checks and other methods of payment. Whenever Franchisor designates a new payment system or financial institution for the System, Franchisee agrees to adopt the designate promptly.

8.2 Payments to Suppliers. Franchisee will make all payments to Franchisor and designated and approved suppliers promptly when due and will provide proof of payment to other suppliers to Franchisor upon request. Franchisee acknowledges that failure of Franchisee to pay any other supplier in a timely manner could harm the reputation of the System and the relationship of Franchisor and its other franchisees with such supplier. If Franchisee fails to pay any other supplier in full when due, the Franchisor shall have the right, but not the obligation, to pay all or any portion of the sum due, together with accrued interest and penalties. If Franchisor makes any such payment, then Franchisor will invoice Franchisee for such payment and Franchisee shall reimburse Franchisor immediately upon receipt of the invoice.

8.3 Notice to Meet Standards. Should any inspection or audit reveal any non-compliance with the System or failure to meet the standards of operation, management, production, employee training, service, cleanliness, environmental safety, consistency, quality control or advertising and promotion set by Franchisor from time to time, then Franchisee shall immediately upon receipt of notice from Franchisor specifying the particulars of the non-compliance or failure by Franchisee, do all things necessary to correct the non-compliance or failure, in addition to co-operating with the representatives of Franchisor in respect of any training or retraining determined necessary by Franchisor.

9. PROSPECT CENTER, CALL CENTER, INTRANET and ADVERTISING

9.1 Order Processing. Franchisor reserves the right to maintain online Prospect system (the "Prospect Center") to process prospective orders for the Services within the System, including all orders in the Territory and otherwise handle customer inquiries. Upon receipt of a prospective order for the Services within the Territory, Franchisor shall post such prospective order on a system-wide intranet system. Franchisee must retrieve and respond to all prospective orders for the Services in their respective Territory within 24 hours. If Franchisee is unable or not willing to respond to prospective order for services, the Franchisee must inform the Franchisor of the reason for the rejection or non-response to the prospective order within 48 hours after the prospect is posted by the Prospect Center.

9.2 Prospect Center Access. Franchisor will provide Franchisee with access to the Prospect Center and a confidential password (the "Password") for the Prospect Center. Franchisee will keep the Password confidential at all times during the term of this Agreement, following any exercised renewal, and after the expiration or earlier termination of this agreement. Franchisee will not release the Password to any person, including employees of the Franchised Business, without the previous written consent of Franchisor, which consent may be withheld for any reason.

9.3 Particulars of Local Advertising. Franchisee shall have the right to conduct such local advertising and promotions in respect of the Franchised Business as Franchisee shall, in its reasonable discretion desire, provided that:

(a) Franchisee shall advertise and promote only in a manner that will reflect favorably on Franchisor, Franchisee, Services and the good name, goodwill and reputation of the System;

(b) Franchisee shall submit to Franchisor for its approval, which approval shall not be unreasonably withheld or unduly delayed, all local advertising and promotions material to be utilized by Franchisee and until such time as Franchisor shall give its prior written approval to the use of such advertising and promotions. In no event will Franchisor take more than 30 days either to approve or to reject such local advertising or promotions material. Franchisor reserves the right to adopt any such advertising or promotions for general use in advertising or promoting the Services. Franchisee, in submitting any such advertising or promotions, agrees that Franchisor may take such action, and that each such submission shall constitute an irrevocable and perpetual assignment of the copyright and waiver of moral rights for such advertising or promotions, and upon each such submission shall be deemed to be part of the Know-How;

(c) Franchisee shall prominently display, at its expense, in connection with the Franchised Business, signs of such nature, form, color, number, location and size and containing such matter as Franchisor may direct or approve in writing from time to time and such signs shall be purchased from Franchisor or from suppliers designated or approved by Franchisor;

(d) Franchisee acknowledges that Franchisor is the sole and exclusive owner of all copyrights and that all advertising and promotional material (including Copyrighted Materials) prepared by or on behalf of Franchisor shall at all times remain the property of Franchisor; and

(e) Franchisee agrees to advertise the Franchised Business (if so directed by Franchisor at Franchisee's expense) in the white pages and classified section (yellow pages) of all local major telephone directories, using only such information as may be approved by Franchisor. If other franchisees are served by the same white pages or classified section, Franchisor shall have the right to require group listing therein, to make direct arrangements with the telephone company and to allocate an equitable part of the cost thereof to Franchisee.

(f) Each calendar month, Franchisee shall spend, at a minimum, the greater of (i) five hundred dollars ($500) or (ii) 2% of Franchisee's Gross Sales during the previous calendar month, on local advertising to advertise and promote the Franchised Business.

9.4 Initial Marketing Fee. Franchisee agrees that:

(a) recognizing the importance and unique marketing needs of the Franchised Business in the early months of operations, Franchisee agrees to have set aside and available $3,000 (the "Initial Marketing Fee") upon execution of this Agreement, but not upon the execution of any renewal Agreement;

(b) the Franchisee shall expend the Initial Marketing Fee prior to and/or during the first six months of operation of the Franchised Business on marketing and promoting the Franchised Business in the Territory, in such manner as Franchisor determines in its sole discretion. Franchisee will take reasonable steps to target such marketing expenditures towards the market encompassing the Territory, as Franchisor reasonably defines such market.

(c) the Initial Marketing Fee shall not be used to defray any of Franchisee's general operating expenses. Franchisee shall provide an account of Initial Marketing Fee expenditures upon request; and

(d) except as expressly provided for in this Article, Franchisor assumes no direct or indirect liability or obligation to Franchisee with respect to the maintenance, direction or administration of the initial Marketing Fee. The Initial Marketing Fee shall not be applied in discharge of the Franchisee's obligations under this Agreement.

9.5 Call Center. Franchisor reserves the right to maintain a call center to field incoming calls to the system (the "Call Center"), including all telephone orders in the Territory and otherwise handle customer telephone inquiries. If established, Franchisor shall charge a mandatory monthly fee to franchisee to maintain Call Center ("Call Center Fee"). The Call Center Fee is currently one hundred twenty five dollars ($125) per month. Franchisor reserves the right to raise Call Center Fee if necessary to cover the cost of maintaining Call Center.

9.6 Marketing Fund. If Franchisor establishes a national marketing fund (the "Marketing Fund") on behalf of the System for national advertising and marketing, Franchisee is required to contribute an amount up to three hundred dollars ($300) per month, as specified by Franchisor.

Payments will be made in the same manner and time as the Royalty Fees. Franchisor may require Franchisee to allocate to the Marketing Fund, all or any portion of Franchisee's required contributions to a regional fund or for Local Advertising as described in Section 9.3.

(a) Except as specified in Section 9.3, Franchisor shall direct all advertising and marketing programs and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Marketing Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Franchise Businesses operating under the System.

(b) Franchisor shall contribute to the Marketing Fund on the same basis as Franchisee with respect to J Dog Junk Removal & Hauling businesses operated by Franchisor.

(c) Franchisor may use the Marketing Fund to satisfy any and all costs of developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through media now existing or hereafter developed (including, without limitation, the cost of television, radio, magazine, newspaper and electronic advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; conducting marketing research, employing advertising agencies to assist therein; developing and maintaining an Internet website; and personnel and other departmental costs for advertising that Franchisor internally administers or prepares).

(d) The Marketing Fund will be operated solely as a conduit for collecting and expending the advertising contributions for the System. The Marketing Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable administrative costs and overhead that Franchisor may incur in activities related to the administration and direction of the Marketing Fund and such costs and expenses pursuant Section 13.3(c). The Marketing Fund and its earnings shall not otherwise inure to Franchisor's benefit.

(e) Franchisor will prepare an annual statement of the Marketing Fund's operations and will make it available to Franchisee upon request. In administering the Marketing Fund, Franchisor undertakes no obligation to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the production or placement of advertising.

(f) Although the Marketing Fund is intended to be of perpetual duration, Franchisor may terminate it at any time and for any reason or no reason. Franchisor will not terminate the Marketing Fund, however, until all monies in the Marketing Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

9.7 Social Media Fee. Franchisor will designate a third party social media marketing company to administer a social media marketing campaign on behalf of Franchisee and/or the System. Franchisee shall pay the designated fee (the "Social Media Fee") on the same date as the monthly Royalty Fee. Payment shall be made either to franchisor or third party as directed by Franchisor. The Social Media Fee is currently $200 per month, and shall not increase by more than ten percent (10%) over any twelve month period, and shall not exceed $400 per month during the Term.

10. MANAGEMENT AND EMPLOYEES

10.1 Management Personnel. Franchisee or, if Franchisee is an entity, all of its voting shareholders or members (contingent or otherwise), directors and officers, and the Management Personnel, or any replacement(s) approved in writing by Franchisor shall complete initial training to the satisfaction of Franchisor prior to the Scheduled Opening Date, unless waived in writing by Franchisor in its sole discretion for any particular person(s). Once approved, Franchisee will cause Management Personnel to participate, on a full-time working basis (i.e., a minimum of 40 hours per week), in the management and operation of the Franchised Business. Franchisee shall verify that all Management Personnel have the legal right to work in the United States. The Management Personnel named first in **Schedule A** shall be the initial general manager of the Franchised Business (hereinafter called the "General Manager", which term shall include every other person who in the future acts as general manager of the Franchised Business). Franchisee shall ensure that every person who acts as General Manager from time to time is not (while so acting) engaged in any retail business activity other than the Franchised Business. The General Manager must participate on a full-time basis (i.e., a minimum of 40 hours per week) in the operation of the Franchised Business. Unless waived in writing by the Franchisor, Franchisee will ensure that the Franchised Business employs one full-time General Manager. Franchisee will not hire anyone to act as General Manager without the prior written approval of Franchisor. As a condition of such approval, the managerial candidate must complete the training requirements set out herein to the satisfaction of Franchisor. Franchisor may charge Franchisee Franchisor's then current standard training fee for any candidate to replace the General Manager. In the event of the resignation, termination, death or incapacity of any person acting as General Manager or other Management Personnel, Franchisee shall have a period of 30 days after such resignation, termination, death or incapacity in which to complete arrangements for replacement and training of such person.

10.2 Employees. Franchisee will hire all employees of the Franchised Business, and shall be responsible exclusively for payment of wages, benefits, statutory remittances and compliance with other terms and conditions of their employment and for the proper training of them in the operation of the Franchised Business. At the direction of Franchisor, Franchisee will cause such employees as may be designated by Franchisor who are not involved in initial training to complete training programs developed by Franchisor. Franchisee will be solely responsible for all direct and indirect costs of such training in accordance with sections 15.1 and 15.2 herein. Franchisee shall verify that all employees have the legal right to work in the United States.

11. LICENSE GRANTED TO FRANCHISEE

11.1 Nature of Grant. The license granted by this Agreement is a license to use the System and Marks only in connection with operation of the Franchised Business in the Territory during the Term. Nothing in this Agreement shall give Franchisee any other right, title or interest in or to any part of the Marks or the System.

11.2 Use of Name and Marks. Franchisee shall operate the Franchised Business continuously throughout the Term and any duly exercised Renewal Term under the name "J Dog Junk Removal & Hauling " or such alternate name or names as Franchisor may direct in accordance with the provisions of the Operations Manuals, or in such manner as may be approved in advance in writing by Franchisor from time to time, and Franchisee's name shall be clearly marked on all documented and electronic representations of the Franchised Business as well as on all Franchisee's advertising, stationery, business cards, purchase orders, sales slips, checks, and other business documents in a manner specified or approved by Franchisor and which clearly indicates that Franchisee is the person, firm or corporation, as the case may be, operating the Franchised Business pursuant to a license from Franchisor. Franchisee shall use TM or some other symbol directed by Franchisor, to indicate to the public that each of the Marks is a trademark belonging to Franchisor and shall in such usage clearly indicate this by using the phrase "Trademark licensed by JDog Franchises, LLC" or some other phrase designated or approved by Franchisor. Franchisee shall not use, as part of the corporate name of any corporation or other business entity which may operate the Franchised Business (or any other corporation or business entity in which Franchisee has any interest), any of the Marks or any variation or derivative thereof or any word or phrase or combination of words confusingly similar thereto or colorable imitative thereof, nor may Franchisee use the Marks in connection with the sale or offering for sale of any item which has not been properly approved for sale pursuant to the requirements of this Agreement. All provisions of this Agreement applicable to the Marks shall apply to any additional proprietary trade and service marks and commercial symbols hereafter authorized by Franchisor for use by Franchisee from time to time.

11.3 Use of Copyrights. Franchisee acknowledges that Franchisor is the owner of the copyright in the Operations Manuals, and all other systems, binders, videotapes, software, and printed materials which from tune to tune form part of the System (as well as all revisions and additions of or to any of the foregoing) (collectively, the "Copyrighted Materials"). Franchisee acknowledges that Franchisee's right to use the Copyrighted Materials is derived solely from this Agreement and is limited to the conduct of business by Franchisee pursuant to and in compliance with this Agreement and all applicable specifications, standards and operating procedures prescribed in writing by Franchisor during the Term and any exercised Renewal Term. Any unauthorized use of any of the Copyrighted Materials by Franchisee shall be an infringement of the rights of Franchisor in and to the Copyrighted Materials and shall constitute a breach of this Agreement. Franchisee agrees not to contest or oppose, nor to assist anyone else to contest or oppose Franchisor's application for registration or protection of any of the Copyrighted Materials in the United States or any foreign copyright office. Franchisee will ensure that all Copyrighted Materials used by Franchisee bear whatever copyright notice may be prescribed from time to time in writing to Franchisee by Franchisor.

11.4 Notification of Infringement. Franchisee shall notify Franchisor immediately upon learning of any apparent or potential infringement of or challenge or claim to any of the Marks or any of the Copyrighted Materials or any claim to any rights in or to any of the Marks or Copyrighted Materials made by anyone which comes to the notice of Franchisee, and Franchisee shall not communicate with anyone other than Franchisor and its legal counsel in connection with any such infringement, challenge or claim. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to control exclusively any litigation or other proceeding arising out of any such infringement, challenge or claim, and Franchisee agrees to execute all documents, to render such assistance and to do all acts and things as may, in the opinion of Franchisor or its legal counsel, be necessary or advisable to protect and maintain the interests of Franchisor in any such litigation or other proceeding or otherwise to protect and maintain the interests of Franchisor and its franchisees in the Marks and Copyrighted Materials. Franchisor agrees to indemnify Franchisee against any losses or damages incurred by Franchisee as a result of a successful claim of infringement brought by a third party and related solely to Franchisee's use of the Marks in accordance with the terms of this Agreement.

11.5 Act in Derogation of Franchisor's Rights. Franchisee acknowledges that all goodwill and ownership rights arising out of the use by Franchisee of the Marks, the Copyrighted Materials and any other part of the System shall accrue solely to Franchisor and the system as a whole, and that now and hereafter Franchisee shall assert no claim to any goodwill by virtue of the licensed use thereof. Franchisee will not dispute or impugn the validity of any of the Marks or the rights of Franchisor thereto, or do or assist others to do or permit any act or tiling to be done derogation of same. Franchisee will take such action (including signature and assistance in preparation of documents or the giving of testimony) as may be requested by Franchisee to evidence, transfer, vest or confirm the Company's rights and ownership in the Marks, the Copyrighted Materials and any other part of the System. If Franchisor is unable for any reason to secure Franchisee's signature to fulfill the intent of this paragraph, then Franchisee irrevocably appoints the Franchisor and its authorized agents as agent and attorney in fact, to transfer, vest or confirm Franchisor's rights and to execute and file any such applications and to do all other lawful acts to further the intent of this Section with the same legal force as if done by Franchisee.

11.6 Changes in Marks and Copyrighted Materials. During the Term or any exercised Renewal Term, Franchisor deems it advisable to modify or discontinue use of any Marks or Copyrighted Materials or to adopt for use in the System any additional or substitute marks or copyrights, then Franchisor shall give written notice thereof to Franchisee whereupon **Schedule A** hereto shall be deemed to be amended accordingly and Franchisee shall promptly comply with such amendment. All provisions of this Agreement applicable to Marks and Copyrighted Materials shall apply to all additional, substituted or modified Marks and Copyrighted Materials hereafter adopted by Franchisor or its Affiliates and authorized for use by Franchisee by written notice.

11.7 Use of Know-How. Franchisee acknowledges that Franchisor possesses know-how comprised of methods, techniques, specifications, materials, procedures, information, systems and knowledge of and experience in the provision of the Services through the Franchised Business (collectively, the "Know-How"). Franchisor will disclose the Know-How to Franchisee in the training program, the Operations Manuals and in guidance furnished to Franchisee during the Term and any exercised Renewal Term. Franchisee will not acquire any proprietary interest in the Know-How or any part of it, other than the right to use it in the development and operation of the Franchised Business during the Term and any duly exercised Renewal Term, in full compliance with this Agreement. Franchisee acknowledges that the Know-How is proprietary and, except to the extent that it is or becomes generally known in the junk removal industry, it and every part of it comprises a valuable trade secret of Franchisor.

11.8 Confidential Information. Franchisee acknowledges that the designs, materials and other features of the Services and the information, techniques, procedures, methods, systems and format now and hereafter comprised in the System, including, without limitation, the Password and the Know-How revealed within or pursuant to this agreement and the Operations Manuals (the "Confidential Information"), are so revealed in strictest confidence and Franchisee covenants to keep and respect the confidence so reposed. Franchisee shall neither use nor permit any of its directors, officers, shareholders, employees, agents or other representatives to use for any purpose inconsistent with this Agreement nor reveal to any person, firm or corporation, both while this Agreement is in force and for an unlimited time thereafter, any Confidential Information which Franchisee has acquired through or as a result of its relationship with Franchisor including, without limitation, any contents of this Agreement, and the Operations Manuals. Upon request by Franchisor, Franchisee will cause the employees of the Franchised Business to sign a form of confidentiality covenant prepared by Franchisor. Notwithstanding the foregoing, "Confidential Information" does not include information that: (a) Franchisee establishes through public records, (b) is known to Franchisee prior to disclosure by Franchisor or its personnel; (c) is or becomes publicly available through no act or omission of the Franchisee or its personnel; or (d) is lawfully received by Franchisee from a third party that is not under any confidentiality obligation to Franchisor.

11.9 Operations Manuals. Franchisor may make additions, deletions and other revisions to the Operations Manuals from time to time, in its sole discretion. The provisions of the Operations Manuals as revised from time to time shall constitute provisions of this Agreement to be observed and performed by Franchisee as though incorporated specifically in this Agreement. Franchisee will not at any time copy or permit to be copied the whole or any portion of the Operations Manuals. When Franchisor makes revisions, it will provide revised pages of the Operation Manual to Franchisee. Franchisee will at all times maintain a complete and up-to-date Operation Manual by filing it with revised pages and deleting replaced pages upon receipt of revised pages from Franchisor. In the event of a dispute as to the contents of the Operations Manuals, the master copy maintained by Franchisor shall govern.

11.10 Changes in Marks and Copyrighted Materials. If, during the Term or any exercised Renewal Term, Franchisor deems it advisable to modify or discontinue use of any Marks or Copyrighted Materials or to adopt for use in the System any additional or substitute marks or copyrights, then Franchisor shall give written notice thereof to Franchisee whereupon Schedule A hereto shall be deemed to be amended accordingly and Franchisee shall promptly comply with such amendment. All provisions of this Agreement applicable to Marks and Copyrighted Materials shall apply to all additional, substituted or modified Marks and Copyrighted Materials hereafter adopted by Franchisor and authorized for use by Franchisee by written notice.

12. FURTHER OBLIGATIONS OF FRANCHISEE

12.1 Compliance with Operations Manuals. Franchisee shall conduct the Franchised

Business strictly in accordance with all of the provisions set out in the Operations Manuals as amended from time to time. In particular, Franchisee shall promptly adopt and use exclusively the specifications, standards, methods and policies contained in the Operations Manuals, now, and as they may be modified by Franchisor from time to time. Franchisee acknowledges that Franchisor is the sole and exclusive owner of all proprietary rights in and to the System and that the information revealed in the Operations Manuals, in their entirety, constitute Confidential Information and Copyrighted Material. Without the prior written consent of Franchisor, Franchisee shall not use the contents of the Operations Manuals for any purpose not related to this Agreement, and shall not disclose the contents of the Operations Manuals to any person, except to employees of Franchisee on a need to know basis for purposes related solely to the operation of the Franchised Business, nor shall Franchisee publish, reprint or reproduce the Operations Manuals in whole or in part for any purpose. Franchisee shall take all safeguards and precautions specified by Franchisor from time to time or as would be expected to be exercised by a careful person entrusted with valuable property of another, to protect and maintain the confidentiality of the Operations Manuals. The covenants contained in this Section will survive the termination of this Agreement for such period of time as such information remains confidential and does not fall into the public domain. Franchisor reserves the right at any time upon written notice to Franchisee to more particularly specify or define any items of information or materials which Franchisor considers to be Confidential Information for the purposes of the ongoing application and survival of Franchisee's covenants herein. Franchisee hereby acknowledges that the Operations Manuals are loaned to Franchisee and shall at all times remain the sole and exclusive property of Franchisor, and upon the expiration or termination of this Agreement for any reason whatsoever. Franchisee shall forthwith return the Operations Manuals together with all copies of any portion of the Operations Manuals which Franchisee may have made, to Franchisor.

12.2 Signage. Any signage procured for the Franchised Business will conform to Franchisor's specifications. Franchisor will provide written specifications for such signage to Franchisee upon request. When signage is procured pursuant to a lease, the lease must be assignable to Franchisor and Franchisee will submit such lease to Franchisor for its written approval prior to executing it.

12.3 Standards of Service. Franchisee and employees of the Franchised Business will at all times give prompt, courteous and efficient service to customers, and will, in all dealings with customers, suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee will respond to customer, supplier and public complaints in a prompt, courteous and efficient manner.

12.4 Taxes and Rents. Franchisee will pay in a timely manner all local, state and federal sales, business, property, goods and services taxes and all other taxes, rates, levies and fees levied or assessed by any governmental authority directly or indirectly in connection with the Franchised Business.

12.5 Compliance with Laws. Franchisee will operate the Franchised Business in strict compliance with all applicable laws and regulations.

12.6 Sufficient Staff and Inventory. Franchisee will at all times employ a sufficient number of properly trained, courteous and service oriented staff to properly operate the Franchised Business during normal business hours.

12.7 Training and Retraining. Franchisee will comply with the training and retraining requirements of this Agreement.

12.8 Inspection Rights. Franchisee authorizes Franchisor and its representatives to enter the Franchised Location at any reasonable time or times, without undue disturbance of the Franchised Business or the Territory, to inspect the Franchised Location or the Territory and the Vehicle, Trailer, inventory, fixtures, finishing, and equipment therein, to confer with or otherwise contact Franchisee's employees, to examine and inspect the operation of the Franchised Business and in all respects to determine compliance with this Agreement (including the Operations Manuals).

12.9 No Solicitation of Employees. Franchisee will neither employ nor solicit employment of anyone who is employed by Franchisor, any Affiliate of Franchisor, any other franchisee of the System or any other franchisee of another system operated from tune to tune by Franchisor or any of its Affiliates, without the prior written consent of the employer, unless the employee in question has ceased to be employed by such employer for a period of at least 90 days. The Franchisor will not solicit Franchisee's employees unless the employee in question has ceased to be employed by the Franchisee for a period of at least 90 days.

12.10 Hazardous Materials. Franchisee will not deal in any way with any hazardous materials, including, but not limited to:

(a) oil or gasoline, except in connection with the operation of the Vehicles;
(b) asbestos;
(c) any material containing or contaminated with PCBs;
(d) liquid waste of any sort;
(e) sludge of any sort;
(f) septic tank sludge or waste; and
(g) solvents, liquid paints or chemicals.

12.11 Use of Media. Franchisee agrees that for purposes of advertising and public relations related to the System, Franchisor may make, reproduce and publish in good taste photographs, videos and other media utilizing the Franchised Location and the employees and customers of Franchisee on an individual or collective basis. Franchisee will cooperate with Franchisor in this regard.

12.12 Insurance. Franchisee will ensure that the following insurance coverage is placed and maintained during the entire Term and any duly exercised Renewal Term: (a) reasonable comprehensive public liability and property damage insurance, including personal and bodily injury liability, contractual liability, employers' liability, and owners' and contractors' protective insurance coverage with respect to the activities conducted by Franchisee and any employee, agent or other person performing work on behalf of Franchisee with respect to the Franchised Business, with a policy limit of not less than $1,000,000 per occurrence or such greater amount as may be specified in writing by Franchisor from time to time; (b) reasonable business interruption insurance in respect of the Franchised Business with a policy limit not less than that which may be prescribed by Franchisor from time to tune; and (c) reasonable owned and non-owned vehicle liability insurance with a policy limit of not less than $1,000,000 or such other amount as may be specified in writing from time to time by Franchisor for any vehicle used to any extent in the Franchised Business. The insurers, amounts and types of insurance shall be subject to prior written approval of Franchisor, which Franchisee will seek in a timely fashion. Franchisor may from time to time require that Franchisee cause such coverage to be added to or otherwise amended in accordance with recommendations of Franchisor's independent insurance advisor. The foregoing insurance coverages, as so amended from time to time, are hereinafter called the "Coverage." Franchisor, acting reasonably, may elect, at any time, upon the recommendation of its independent insurance advisor, to require Franchisee, either individually or as part of a group of franchisees, to place the Coverages (or any them) through Franchisor, in which case Franchisee will pay its proportionate share (with other franchisees of the System) of all costs thereof, upon receiving invoice(s) therefor. All policies of insurance for the Coverages shall expressly include Franchisee, Franchisor, and Franchisor's Affiliates, as "franchisor/additional insured" and shall require the insurers to defend Franchisee and Franchisor, jointly and severally, in all claims and actions to which the Coverages are applicable. Such policies shall require provision of 30 days' notice to Franchisor prior to any termination. Within 10 days of entering into any policy of insurance, and from time to time as such policies are renewed or entered into, Franchisee shall cause insurer to issue a certificate of insurance directly to Franchisor confirming the terms and coverage set forth this Agreement. Franchisee understands and acknowledges that Franchisor is not an insurance broker. Nothing done by Franchisor pursuant to this section shall constitute an assurance that Franchisee has adequate insurance for its assets, business and potential liabilities at the Franchised Business and Franchisee may place additional insurance as it sees fit, upon the advice of its own insurance broker.

13. FURTHER OBLIGATIONS OF FRANCHISOR

13.1 Training. Franchisor shall provide one initial training session of 1 to 2 Business Day(s) for up to 2 employees of Franchisee selected by Franchisee (but those selected must include the prospective initial Management Personnel specified in Schedule A). The format and content of the training program will be determined solely by Franchisor. The cost of such initial training is included in the Initial Fee. Additional prospective employees of Franchisee may be accommodated for such initial training or for subsequent equivalent training at Franchisee's request and cost. Franchisee may provide initial training to Management Personnel, but Franchisor reserves the right to require such Management Personnel to attend Franchisor's training at any time. Franchisor may charge its current training fee to Franchisee for providing initial or additional training. All training shall be given at times and at a location or locations designated by Franchisor. All expenses incurred by Franchisee and other trainees in connection with and during such training including without limitation those related to transportation, accommodation, meals and other living expenses, wages and other employment benefits shall be at the sole expense of Franchisee. (Neither Franchisor nor any owner of an existing business at which the training is given will provide wages or employee benefits to Franchisee or other trainees during the training period.)

13.2 Retraining. In the event that Franchisee is not operating the Franchised Business in full accordance with the System and this Agreement, which determination Franchisor shall make in its sole discretion, Franchisor shall have the right to send its representatives to the Franchised Location to conduct such retraining of the representatives and employees of Franchisee as Franchisor determines to be appropriate in the circumstances. Franchisee shall reimburse Franchisor upon demand for all out-of-pocket costs incurred by Franchisor in connection with such retraining, including all transportation, lodging and meal expenses incurred by and reasonable hourly charges for representatives of Franchisor providing the retraining.

13.3 Initial and Ongoing Goods and Services. Franchisor shall provide to Franchisee:

(a) one Operations Manual on loan; (may be hard copy, online or other)
(b) login and password for access to the Prospects Center;
(c) additional training materials developed by Franchisor from time to time;
(d) marketing materials and other sales aids developed by Franchisor from time to time (at Franchisee's expense);
(e) promotional assistance at the time when the Franchised Business opens for business and ongoing promotional assistance on a reasonable basis thereafter;
(f) regular communications to keep Franchisee up to date with respect to important developments in the System; and
(g) an annual review of the operation and management of the Franchised Business which will be conducted by one or more representatives of Franchisor.

13.4 Continuing Availability. Franchisor may make one of its representatives available to Franchisee during Franchisor's normal business hours, for consultation and guidance with respect to operation or management of the Franchised Business. Reasonable consultation and guidance will be given by correspondence, telephone, and email. One or more representatives of the Franchisor may make a minimum of one field visit a year to the Franchisee's territory for purposes of doing a review. Franchisor shall also co-ordinate and conduct periodic training programs for franchisees as Franchisor, in its sole discretion, deems necessary. Franchisor shall, in its sole discretion, continue efforts to establish and maintain high standards of customer satisfaction and professionalism.

14. REMEDIES UPON DEFAULT BY FRANCHISEE

14.1 Definition of "Material Default. For the purposes of this Agreement, the phrase "Material Default" shall mean any one of the following defaults:

(a) failure to pay any sum due to Franchisor, or any Affiliate or nominee of Franchisor, Franchisee's landlord, any governmental authority, the lessor of the Vehicle, Trailer or other supplier of any item of Supplies or other inventory to the Franchised Business pursuant to any agreement or arrangement between Franchisee and Franchisor (or any of its Affiliates) or any supplier, whether or not designated or approved by Franchisor for a period of 30 days after written notice of such default has been delivered by Franchisor to Franchisee;

(b) failure to comply with any other obligation of Franchisee contained in this Agreement or any other agreement between Franchisee and Franchisor or any Affiliate or nominee of Franchisor for a period of 30 days after written notice of such default has been delivered by Franchisor to Franchisee; provided, however, that if the nature of such default is such that it cannot be cured within a 30 day period, and Franchisee takes reasonable action to cure such default immediately upon receiving such notice and diligently continues to do so, then Franchisee shall have such additional period of time as is reasonably necessary to cure such default;

(c) failure to remain in good standing under all Vehicle Leases, Trailer Leases, or doing or omitting to do anything else which gives anyone the right to terminate a Vehicle Lease or Trailer Lease or take possession of a Vehicle or Trailer such that Franchisee would be without the required minimum number of Vehicles and Trailers to use in the operation of the Franchised Business;

(d) an assignment or attempted assignment, at law or at equity, of this Agreement by Franchisee, including an involuntary assignment under applicable matrimonial laws, in whole or in part, without obtaining the prior written consent of Franchisor as required by this Agreement;

(e) Franchisee or any of its directors, officers, employees, agents or other representatives attempting to assign, transfer or convey any part of its interest in the System, including any of the Marks, Know-How, Copyrighted Material or other copyrights, Operations Manuals, trade secrets, systems, methods of operation or format; or discloses, copies or uses or permits the use of any of the foregoing; or if Franchisee uses or permits the use of any of the foregoing in a manner or at a location not authorized in advance in writing by Franchisor;

(f) 30 days after Franchisee's receipt of notice from Franchisor, Franchisee's continued failure to offer for sale any approved Service; or offering to sell any service from the Franchised Location that is not part of the Services or that has not been designated or approved in writing by Franchisor;

(g) Franchisee engaging in misleading advertising or operating the Franchised Business in a dishonest, illegal or unethical manner, or having its business license for the Franchised Business suspended or revoked;

(h) Franchisee failing to rectify diligently, any order issued by a governmental authority concerning breach of any health, safety or other regulation or legal requirement applicable to the Franchised Business within the time frame required by the government authority;

(i) a personal or corporate Franchisee or any director or officer of a corporate Franchisee being convicted of an indictable offense which in the reasonable opinion of Franchisor could bring the System, any of the Marks or any other part of the goodwill established thereby into disrepute; or

(j) Franchisee receives three (3) or more notices of default under this Section

14.2 Cross Default. If one or more of Franchisee, a member of its Management Personnel, or any partnership or joint venture or corporation in which one or more of Franchisee and a member of its Management Personnel has a controlling interest, is a franchisee pursuant to another Franchise Agreement with Franchisor respecting another Franchised Business, a default under this agreement shall constitute a default under such other Franchise Agreement, and vice versa, with the like remedies available to Franchisor, and should such other Franchise Agreement for any reason therein be terminated. Franchisor may, at is option, terminate this agreement.

14.3 Termination for Material Default. Franchisor may terminate this Agreement, forthwith upon giving written notice to Franchisee, if Franchisee commits any single Material Default.

14.4 Other Remedies for Default. In the event of a default of this Agreement, whether or not a Material Default, and in addition to the other remedies provided in this Agreement, Franchisor may:

(a) bring such action for injunctive or other similar relief as may be necessary to compel Franchisee to comply with Franchisee's obligations contained or referred to in this Agreement;

(b) without waiving any claim for default hereunder and without prior notice to Franchisee, take whatever steps Franchisor deems necessary to cure any default by Franchisee hereunder for the account of and on behalf of Franchisee, and Franchisee hereby irrevocably appoints Franchisor as its attorney to do so, and the related expenses incurred by Franchisor shall be due and payable forthwith by Franchisee upon demand and shall be deemed to be an amount owing to Franchisor hereunder; or

(c) without waiving any claim for default hereunder and without prior notice to Franchisee, enter upon any premises upon which the Franchised Business is conducted without being liable to Franchisee in any way for such entry, for the purposes of securing the return of any of Franchisor's property, performing or compelling performance of Franchisee's obligations to Franchisor and protecting Franchisor's rights upon expiration or termination of this agreement; and

(d) alter Franchisee's territory as to (i) reduce the Territory; (ii) remove the exclusivity provided in the Territory (allowing Franchisor to grant or operate other Franchised Businesses in the Territory); (iii) withhold, postpone, or forgo any services, licenses, rights, payments, orders, access to any electronic systems or other materials (including without limitation any successor system used to communicate orders to Franchisee), or any other obligations imposed on Franchisor by this Agreement until Franchisee cures its violation or otherwise remedies the default to Franchisor's satisfaction; or (iv) any combination of (i), (ii), and (iii).

14.5 Damages based on Material Default. In the event of a termination of this Agreement by Franchisor based on a Material Default, Franchisor shall have the right to claim and recover damages from Franchisee and such damages shall include, without limitation, loss of the benefit of Franchisor's bargain hereunder. It is acknowledged by Franchisee that the benefit of Franchisor's bargain hereunder shall include the Royalties which Franchisor would have expected to receive for the unexpired balance of the Term (or Renewal Term).

14.6 Telephone Number(s) and URL(s). Rights to the telephone or facsimile number or numbers URL's or social media sites which are utilized in connection with the Franchised Business from time to time shall be the property of Franchisor or held by Franchisee in trust for Franchisor and, on expiration or earlier termination of this Agreement, Franchisee hereby irrevocably authorizes Franchisor to do whatever is necessary (including executing documents in the name of Franchisee) to transfer all rights to such number or numbers URL(s) or social media sites to Franchisor or an assignee of Franchisor. Further, Franchisor will itself execute similar documents if the telephone company or other entities so requests. Franchisor may require Franchisee to use only those telephone numbers, URL(s), social media accounts (i.e. facebook, linkedin, twitter, yelp, etc.) owned by Franchisor in the operation of the franchised business. If Franchisee uses any personal phone numbers, URL's, social media accounts, etc, in the operation or promotion of the franchised business, without Franchisor's prior written consent, such phone numbers. URL's, social media accounts and etc. shall become the property of Franchisor.

14.7 Remedies Cumulative. The rights and remedies of Franchisor contained in this Article and elsewhere in this Agreement or in a document referred to in this Agreement are cumulative and no exercise or enforcement of any right or remedy by Franchisor shall preclude its exercise or enforcement of any other right or remedy to which Franchisor is entitled by law, in equity or otherwise.

15. FRANCHISEE'S OBLIGATIONS UPON EXPIRATION OR TERMINATION

15.1 Payment of Accounts. Within 15 days after expiration or termination of this Agreement (or on such later date as such debts are due), Franchisee will pay, by bank draft, all outstanding Royalties, all amounts due for Supplies and all other amounts payable by Franchisee (whether to Franchisee or its Affiliate) together with accrued interest charges thereon in accordance with this Agreement.

15.2 Discontinuance. Upon expiration or termination of this Agreement, Franchisee shall forthwith discontinue use or display of the Marks, Operations Manuals, Copyrighted Materials and other materials provided by Franchisor such as advertising materials and training materials, trade secrets, systems, methods of operation, format and goodwill of the System. Franchisee shall also forthwith change the color scheme of the Franchised Location and Vehicle and Trailer to one that differentiates it from the color scheme of the System and shall remove all signage related to the System from the Franchised Location and Vehicles and Trailers. Franchisee shall not thereafter operate or do business under any name or in any manner that might tend to give the general public the impression that Franchisee is directly or indirectly associated, affiliated, licensed by or related to Franchisor or the System, and Franchisee shall not, directly or indirectly, use any Mark, or any other name, logo, signage, symbol, insignia, slogan, advertising, copyright, Copyrighted Materials, design, trade secret, process, system, method of operation or format confusingly similar to those used by the System. Franchisee acknowledges the proprietary rights of Franchisor as set out in this Agreement and agrees to return to Franchisor the Operations Manuals, all advertising and training materials and all other confidential information relating to the System, as well as all other property of Franchisor, forthwith upon expiration or earlier termination of this Agreement. Additionally, Franchisee shall, upon termination or expiration of this Agreement, promptly remove any signage and murals from the Franchised Location and any other premises from which the Franchised Business is conducted which uses the Marks or otherwise and refers, directly or impliedly, to the System.

15.3 Power of Attorney. Following expiration or earlier termination of this Agreement, Franchisor may execute in Franchisee's name and on Franchisee's behalf all documents necessary or advisable in Franchisor's judgment to terminate Franchisee's use of the Marks and Franchisor is hereby irrevocably appointed as Franchisee's attorney to do so, and such appointment, to the extent permitted by applicable law, shall survive the incapacity or death of an individual Franchisee.

15.4 Right of Franchisor to Repurchase. In the event of expiration or termination of this Agreement, Franchisor shall have the option, exercisable by written notice to Franchisee, to purchase from Franchisee free and clear of any lien, charge, encumbrance not previously approved by Franchisor, all or any portion of Franchisee's supplies or equipment for the Franchised Business.

16. RENEWAL

If Franchisee is in full compliance with this Agreement, has not at any time committed any Material Default, whether or not remedied, and meets Franchisor's then current standard requirements for franchisees, and the Franchisee has not been habitually in default under the Franchise Agreement, whether or not the Franchisor has issued notices of default, then Franchisor will enter into a new Franchise Agreement with Franchisee for an additional fifteen (15) year term (the "Renewal Term"), upon the following terms and conditions:

(a) Franchisee must give written notice of the right of renewal to Franchisor not more than twelve (12) calendar months and nor less than nine (9) calendar months prior to expiration of the Term;

(b) Franchisee shall, not less than six (6) calendar months prior to expiration of the Term, execute Franchisor's then current form of Franchise Agreement which shall include Franchisor's then current rates and the current definitions and shall, within 30 days prior to expiration of the Term, pay to Franchisor a non-refundable renewal fee of 50% of the then current franchise fee. Such fee not to exceed $10,000

(c) Franchisee shall execute and, if Franchisee is a corporation, partnership or joint venture, shall cause all of its then current shareholders (both legal and beneficial), directors, officers, partners and joint ventures to execute a general release, in a form provided by Franchisor, of any and all claims against Franchisor and its Affiliates and their respective officers, directors, shareholders, employees, agents and other representatives with respect to the Term; and

(d) at the time of execution of a renewal Franchise Agreement, Franchisee shall not have been given notice of a default under this Agreement or any other agreement or obligation Franchisee may have with Franchisor (such as, but not limited to, another Franchise Agreement within the System) including, but not limited to, all obligations to pay Royalties, interest charges, audit fees and other amounts; responsibilities to comply with the Operations Manuals, including trade name and logo guidelines.

If Franchisee continues to operate after the end of the Term or any Renewal Term without exercising an option to renew, Franchisee shall be deemed to be operating on a month to month basis under the terms and conditions of Franchisor's then-current form of Franchise Agreement. In such circumstances, and notwithstanding the foregoing, Franchisor may on 10 days written notice terminate Franchisee's Franchise Agreement.

17. ASSIGNMENT OR TRANSFER

17.1 Assignment or Transfer by Franchisee. Franchisee acknowledges that the rights and duties created by this Agreement are personal to Franchisee and that Franchisor has entered into this Agreement in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee (or its principals, in the case of a corporate Franchisee). Therefore, except as expressly provided herein, neither this Agreement nor any of the rights and privileges of Franchisee contained herein, nor the Franchised Business or any part of it, nor any share or interest in Franchisee (if an entity) may be voluntarily, involuntarily, directly or indirectly (including by operation of law) assigned, sold, pledged, hypothecated, subdivided, sublicensed, optioned, diluted (such as by stock allotment) or otherwise transferred or encumbered, at law or at equity. Any assignment or transfer not expressly permitted by this Agreement shall constitute a breach of this Agreement and shall be of no force and effect, and shall not be effective to convey any interest in this Agreement or the Franchised Business. Without limiting the foregoing Franchisee shall not assign or transfer, in whole or in part, Franchisee's interest in this Agreement or the Franchised Business except upon the terms and conditions provided in this Article. Any such assignment or transfer shall require the prior written consent of Franchisor, which Franchisor will not withhold unreasonably. Franchisor may refuse to consent to an assignment or transfer if any Material Default has occurred and has not been remedied. By way of illustration and not limitation, Franchisor may withhold its consent if the proposed assignee or transferee does not meet Franchisor's then current requirements for its new franchisees, is and will remain involved in any way in another business similar to the Franchised Business, is not in Franchisor's opinion financially and operationally capable of performing the then current obligations of System franchisees, or has had previous business experience or lack of experience which, in the judgment of Franchisor, suggest that the proposed assignee or transferee may not be a suitable franchisee of the System. Franchisor's consent to any assignment or transfer shall not constitute a waiver of any claim, demand, action or cause of action which it may have against Franchisee, and shall not constitute a release of any third party guarantee or covenant for performance of this Agreement by Franchisee.

17.2 Transfer of Interest in Corporate Franchisee. Without limiting the foregoing section, in the event that Franchisee is a corporation, partnership or other form of business organization, any material change in the legal or beneficial ownership of Franchisee, whether by agreement, court order, or by operation of law will be deemed to be an assignment or transfer of this Agreement by Franchisee. For the purposes of this paragraph, a material change in ownership will be any cumulative change in the legal or beneficial ownership of voting shares (or comparable voting units) representing more than 10 percent of all outstanding voting shares (or comparable voting units).

17.3 Conditions of Consent. Any consent given to Franchisee to assign, transfer, sell or otherwise alienate or modify Franchisee's interest in this Agreement, in whole or in part and the Franchised Business shall be subject to the following conditions (none of which limit in any way the discretion of Franchisor to grant or reasonably withhold its consent to any proposed assignment or transfer):

(a) Franchisee shall submit all proposed advertisements for the sale of the Franchised Business to Franchisor for prior written approval, and Franchisor shall approve the material terms and conditions of any proposed transfer or assignment;

(b) Franchisee and assignee or transferee shall execute Franchisor's then current form of assignment of Franchise Agreement or, at the election of Franchisor, the assignee or transferee shall execute Franchisor's then current form of Franchise Agreement for a term equal to the remainder of the Term;

(c) Franchisee shall return to Franchisor the Operations Manuals and all other manuals and materials provided hereunder, for re-issuance to the assignee or transferee;

(d) Franchisee and its principals shall each execute a release in the form provided by Franchisor (notwithstanding an assignment or transfer, Franchisee shall not be released by Franchisor);

(e) the assignee or transferee and its designated management personnel shall have completed to Franchisor's satisfaction Franchisor's then-current training program;

(f) all obligations of Franchisee under this Agreement and under all documents relating hereto and any or all other agreements then in effect between Franchisor or its nominee and Franchisee shall be in good standing;

(g) Franchisee shall provide evidence sufficient to Franchisor, acting reasonably, that the assignee or transferee has either taken an assignment or deemed assignment of the Vehicle Lease or Trailer Lease (with the consent of the lessor), or that the Vehicle Lease or Trailer Lease has been terminated and the proposed assignee or transferee has entered into a new Vehicle Lease or Trailer Lease meeting Franchisor's then current specifications.

17.4 Franchisee's Release of Claims. It shall be a condition of Franchisor's consent to any assignment that Franchisee and its principals each deliver to Franchisor a complete release of all claims against Franchisor and its Affiliates and the respective directors, officers, shareholders, members, managers, partners, employees, agents and other representatives in respect of all obligations arising under or pursuant to this Agreement, such release shall be in a form provided by Franchisor.

17.5 Death, Incapacity or Permanent Disability. In the event of the death or permanent disability of a personal Franchisee (or a principal of Franchisee where Franchisee is an entity or other entity and its principal is the manager of the Franchised Business), the Franchisee or estate of a deceased personal Franchisee shall have the right, within 6 months after such event, to assign this Agreement to an assignee who is, in Franchisor's opinion, financially and operationally capable of performing the obligations of Franchisee hereunder, provided that each of the conditions set out in this Agreement inclusive are fulfilled to the reasonable satisfaction of Franchisor. For the purposes of this Agreement, permanent disability means the inability of the personal Franchisee or principal to manage effectively the day-to-day operation of the Franchised Business for a period of 30 days. During any period of disability (permanent or otherwise) or pending assignment or in the event of death as aforesaid, in the event the Franchisee does not or is unable to replace the General Manager as required by this Agreement, Franchisor may appoint a competent and trained manager to operate the Franchised Business for the account of Franchisee, and at the cost of the Franchisee. The substitute manager shall be deemed for all purposes to be the agent or employee of Franchisee. Franchisor shall not be liable to Franchisee or to any creditor of the Franchised Business for any debt, obligation, contract, loss or damage incurred, or for any purchase made during any period in which the Franchised Business is so managed. Unless prohibited by state law, if Franchisee or estate of a deceased personal Franchisee fails to assign this Agreement to an assignee who is, in Franchisor's opinion, financially and operationally capable of performing the obligations of Franchisee hereunder within 6 months after such event, the Franchisor shall have to right to terminate this Agreement.

17.6 Right of First Refusal. If Franchisee or its shareholders shall at any time determine to sell, assign or transfer this Agreement or an interest in the Franchised Business or any equity interest in Franchisee (if an entity), then Franchisee shall provide Franchisor with a copy of the written offer from a fully disclosed purchaser. Franchisor shall have the right, exercisable by written notice delivered to Franchisee within 15 days from the date of delivery of a bona fide offer, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute cash for any form of payment proposed in such offer and shall have not less than 60 days to prepare for closing. Franchisor may, at closing, pay any of Franchisee's trade creditors out of the purchase price, and set off against the purchase price any unpaid debts of Franchisee to Franchisor. If Franchisor does not exercise its right of first refusal, Franchisee (or other vendor) may complete the sale to such purchaser pursuant to and on the terms of such offer, subject to compliance with the consent and approval requirements of this Article; provided, however, that if the sale to such purchaser does not complete within 90 days after delivery of such offer to Franchisor, or if there is a material change in the terms of the sale, then Franchisor shall again have a new right of first refusal as herein provided.

17.7 Assignment by Franchisor. This Agreement may be assigned in whole or in part by Franchisor at its sole discretion and, if Franchisor makes a full assignment to a third party and the third party agrees in writing to assume all of the obligations and liabilities of Franchisor hereunder, then Franchisor shall automatically be released from all obligations and liabilities hereunder. A partial assignment by Franchisor may include an assignment of the Royalties payable by Franchisee.

17.8 Legend on Share Certificates. If Franchisee is an entity Franchisee shall cause all shares of its capital stock, unit certificates or similar agreements or modifications of ownership, the following legend, with necessary changes: The corporation and the securities evidenced by this certificate are subject to, and the disposition and transfer of such securities are restricted by, a Franchise Agreement dated as of [Effective Date], between the corporation and JDog Franchises, LLC, a copy of which may, at the request of any shareholder of the corporation, be examined at the principal business office of the corporation during normal business hours.

18. NON-COMPETITION.

Except as expressly permitted by this Agreement or by any other written agreement between Franchisor and Franchisee, during the currency of this agreement and for a period of 24 months after expiration of the Term or an exercised Renewal Term or earlier termination of this Agreement, Franchisee shall not:
(a) directly or indirectly,
(b) in any capacity whatsoever,
(c) either alone or in any relationship with any other person, firm, corporation or other business organization,
(d) as an employee, consultant, principal, agent, member, partner, shareholder, investor, lender, director, officer, guarantor, indemnitor, credit holder, supplier, landlord or sub landlord,
(e) within the Territory,
(f) within a 15 mile radius of the territory of any Franchised Business of the System (including one owned by Franchisor or one of its Affiliates) which is in existence at the date of expiration or sooner termination of this Agreement, and
(g) within the metropolitan area in which the Territory is situated, more particularly described in **Schedule A**, compete with the System (or any similar system owned by Franchisor or its Affiliates) or (i) carry on, engage or be financially concerned or interested in, or (ii) advise, supervise, manage, supply, loan money to or guarantee or indemnify the duties or obligations of any other person, firm, corporation or other entity engaged in or concerned with or interested in any business engaging in any enterprise similar in nature to the System, or offering for sale any products similar to the Services. This Article shall also continue to apply to Franchisee in the case of any assignment of this Agreement or any sale of the Franchised Business or transfer or allotment of shares of Franchisee. This Article shall survive the expiration or sooner termination of this Agreement and any assignment, transfer or sale hereunder. Franchisee acknowledges that by reason of the unique nature and considerable value of the Marks and the business reputation associated with Franchisor and the System, including methods of operating, format and related proprietary rights and by reason of Franchisee's knowledge of and association and experience with the System, the provisions of this Article are reasonable and commensurate for the protection of the legitimate business interests of Franchisor, its Affiliates and franchisees. Franchisor may, by written notice to Franchisee, reduce one or more of the temporal, territorial or scope of restricted activities aspects of non-competition provided in this Article.

19. MISCELLANEOUS

19.1 Indemnity by Franchisee. Except as otherwise provided in this Agreement, Franchisee agrees to indemnify and hold harmless Franchisor, its subsidiaries, Affiliates, shareholders, directors, officers, employees, agents, assignees and other franchisees from and against, and to reimburse them for, all liabilities, obligations, and consequential damages, taxes, costs, losses and actual legal expenses incurred by them in connection with any claim, litigation or other action or proceeding arising out of the operation of the Franchised Business by Franchisee. Franchisee shall be responsible for and shall pay and satisfy any judgment or settlement that may arise out of any such claim, litigation, action or proceeding without limiting the generality of the foregoing. Franchisee agrees that if Franchisor is made a party to any lawsuit or any other action or proceeding in connection with the Franchised Business or the activities of Franchisee or any of its Affiliates, Franchisor may, at its sole option, either (a) permit Franchisee to conduct the defense or prosecution of the matter at the cost of Franchisee; or (b) take conduct of the defense or prosecution, in which case all expenses thereof will be borne or reimbursed by Franchisee. This indemnity shall continue in full force after termination or expiration of this agreement.

19.2 Interest on Overdue Amounts. All payments required to be made by Franchisee to Franchisor under or pursuant to this Agreement shall bear simple interest from and after their respective due dates until paid in full at the rate of 24% per annum or such other rate as Franchisor may specify in writing from time to time or the maximum rate permitted by law if lower.

19.3 Application of Payments. Franchisor shall have sole discretion to apply any payments made by Franchisee to any past due indebtedness of Franchisee, including but not limited to Royalties, Advertising/Promotion Royalties, purchases from Franchisor or any of its Affiliates, interest or other indebtedness. Subject to applicable law and prior claims, if any, and unless otherwise indicated by Franchisor from time to time, all amounts paid by Franchisee to Franchisor under this Agreement, will be applied in the following order: (i) to any unpaid Royalty; (ii) to any unpaid account for supplies or other miscellaneous accounts. Payments towards any particular account shall first be applied towards interest on arrears, if any, then towards principal.

19.4 Parties are Independent Contractors. You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, J Dog Junk Removal & Hauling business personnel, and others as a J Dog Junk Removal & Hauling business owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require from time to time

19.5 Conformity with Laws. If any statute, law, by-law, ordinance or regulation promulgated by any competent authority with jurisdiction over any part of this Agreement or the Franchised Business or any court order pertaining to this Agreement requires a longer or different notice period than that specified herein, the notice period shall automatically be deemed to be amended so as to conform with the minimum requirements of such statute, law, by-law, ordinance, regulation or court order.

19.6 Additional Franchises. Franchisee acknowledges that Franchisor may from time to time grant franchises for additional Franchised Businesses under terms that may differ materially from the terms of this Agreement and that consequently Franchisor's obligations and rights with respect to its various franchises may from time to time differ materially from those provided in this Agreement.

19.7 Waiver. Franchisor reserves the right, from time to time, to waive observance or performance of any obligation imposed on Franchisee by this Agreement. No waiver of any default of any term, proviso, covenant or condition of this Agreement by Franchisor shall constitute a waiver by Franchisor of any prior, concurrent or subsequent default of the same or any other term, proviso, covenant or condition hereof

19.8 Entire Agreement. This Agreement sets forth the entire agreement between Franchisor and Franchisee and contains all of the representations, warranties, terms, conditions, provisos, covenants, undertakings and conditions agreed upon by them with reference to the subject matter hereof all other representations, warranties, terms, conditions, provisos, covenants, understandings and agreements, whether oral or written (including without limitation any letter of intent between the parties and other pre-contractual representations), are waived and are superseded by this Agreement. Notwithstanding the foregoing, nothing in this Franchise Agreement and Exhibits is intended to disclaim the express representations made in the Franchise Disclosure Document.

19.9 Amendments. This Agreement can be amended or added to only by a writing executed by both Franchisor and Franchisee.

19.10 Further Assurances. Franchisor and Franchisee will each acknowledge, execute and deliver all such further documents, instruments or assurances and will each perform such further acts or deeds as may be necessary or advisable from time to time to give full effect to this Agreement.

19.11 Severability. If any article, section or subsection of this Agreement or any portion thereof is determined to be indefinite, invalid, illegal or otherwise void, voidable or unenforceable, then it shall automatically be severed from this Agreement and the balance of this Agreement shall continue in full force and effect.

19.12 Governing Law. This Agreement shall be construed and interpreted according to the laws of the Commonwealth of Pennsylvania, except that no Pennsylvania statute or regulation shall apply or shall give rise to any right or claim unless the Territory is in the Commonwealth of Pennsylvania and such statute or regulation would apply to this Agreement by its own terms in the absence of any choice of law provision. The Pennsylvania Court of Common Pleas or the U.S. District Court for the Eastern District of Pennsylvania, as appropriate, shall have exclusive jurisdiction to entertain any proceeding relating to or arising out of this Agreement, and Franchisee and Franchisor each consent to the jurisdiction of such Courts in all matters related to this Agreement; provided that Franchisor may obtain relief in such other jurisdictions as may be necessary or desirable to obtain injunctive or other relief to enforce the provisions of this Agreement.

19.13 Resolution of Disputes.
(a) Except for matters described in clauses (i) through (iii) in this Section below, upon which Franchisor may take immediate action. Franchisor and Franchisee agree to use their best efforts to settle all disputes between them quickly, amicably and in the most cost effective and discrete fashion. To that end, each party agrees that before filing suit or pursuing similar legal action, it will notify the other party ("recipient party") in writing of any dispute or claim arising out of or relating to this agreement that the notifying party wishes to resolve. Such notice shall include a statement of the dispute, describing to the fullest extent possible the notifying party's version of the facts surrounding the dispute or claim together with an explanation of this position and all elements of any claim (the "Statement of Dispute"). The parties shall then use their best efforts to communicate with each other to try to resolve the dispute. If the dispute or claim has not been resolved within 30 days after receipt of the written notification of dispute, the parties may then turn to other dispute resolution alterative. (b) At any time during the 30-day period following receipt by the recipient party of the Statement of Dispute, either party may demand non-binding mediation before an independent mediator on the basis of the Statement of Dispute and, if such demand is made by a party, the other party agrees to participate. Such mediation shall be held at the offices of Franchisor or such other site designated by Franchisor within 30 days of receipt of the notifying party's mediation demand. The parties shall meet face-to-face for a minimum of eight hours before a representative of a mediation organization approved by all such parties and/or entities or a court-appointed mediator appointed if the parties cannot agree on a mediation organization. At least one principal of each party, with authority to settle the dispute, shall attend the mediation meeting.

Each party agrees that any mediation proceeding and any legal proceedings (except for matters described in clauses (i) through (iii) in this Section (c) below), either subsequently commenced against the other party or initiated without a mediation demand/proceeding, shall be limited to claims raised in that party's Statement of Dispute or response thereto. All matters, allegations and documents will be confidential and will not be disclosed to any other person or entity by either party. The Franchisor and Franchisee shall share equally the cost of the mediator, regardless of the outcome of the mediation, or the ultimate resolution of any dispute. The parties agree not to take any further steps in any lawsuit between them during mediation, unless necessary to avoid irreparable harm or required by law (c) To the extent (i) Franchisor seeks injunctive or other equitable relief pursuant to one or more applicable sections of this Agreement, or (ii) Franchisor is a party to litigation brought by third parties as a direct or indirect result of or in connection with the operation of the Franchised Business, or (iii) this Agreement terminates immediately pursuant to the provisions this Agreement, the dispute resolution requirements under this Section (a) and (b) above do not apply. In addition, the application of the dispute resolution provisions set forth above in Sections 19.13(a) and (b) shall not preclude the Franchisor from terminating this Agreement for any Material Default pursuant to this Agreement after any applicable cure period has expired and Franchisee has failed to so cure such Material Default.

19.14 Survival of Covenants. The terms, provisions, covenants, conditions and obligations contained in or imposed by this Agreement which, by their terms, require performance by Franchisee after the expiration or other termination of this Agreement, shall be and remain enforceable thereafter.

19.15 Inurement. This Agreement inures to the benefit of and is binding upon Franchisor and Franchisee and their respective heirs, executors, administrators, legal personal representatives, permitted successors and permitted assigns.

19.16 Potential Earnings. Franchisee fully understands and acknowledges that the success of the Franchised Business to be established hereunder will, to a great extent, be dependent upon the personal time and efforts contributed by Franchisee and Franchisee's employees (as well as Franchisee's partners or directors if Franchisee is a partnership or a corporation). Franchisee acknowledges that neither Franchisor nor anyone else has represented, warranted or guaranteed to Franchisee that Franchisee will enjoy financial success in owning and operating the Franchised Business. Franchisee also acknowledges that all sales, income and profit projections (whether verbal, in writing or a combination of the two) which have been made by the franchisee are based on the Franchisee's expectations and assumptions about future economic conditions (excluding, however, potential completion by third parties which the Franchisee cannot predict) which Franchisee believes to be reasonable, but neither Franchisor nor anyone else has made any representation, warranty or guarantee regarding the level of Gross Revenue, net income or profit margins which may be achieved at the Franchised Business and that, in the final analysis, the results achieved at the Franchised Business will be particular to it, in the same way that financial results individually achieved by existing franchised businesses are particular to them. Franchisee accepts the risk of the Franchised Business not achieving the levels of gross revenue and net income during the Term which Franchisee at the Effective Date hopes to achieve.

19.17 Acknowledgements by Franchisee. Franchisee acknowledges that he, she or it has received, has had ample time to read and study, and has read and studied this Agreement and fully understands its provisions. Franchisee further acknowledges that he, she or it has had an adequate opportunity to be advised by legal counsel and accounting professionals of his, her or its own choosing regarding all aspects of this Agreement and the relationship created thereby. Franchisee acknowledges that certain breaches of this Agreement would result in loss to Franchisor for which Franchisor could not be adequately compensated in damages by a monetary award. Accordingly, Franchisee agrees that in the event of any such breach of this Agreement, Franchisor shall, in addition to all the remedies available to Franchisor at law or in equity, be entitled as a matter of right to a restraining order, injunction (including an interim injunction), decree of specific performance or otherwise, without the need to post any bond or other security m connection there within, to ensure compliance by Franchisee with the provisions of this Agreement and preservation of Franchisor's proprietary rights. Franchisee acknowledges that all restrictions in this Agreement are necessary and fundamental to the protection of the legitimate business interests of Franchisor and all of its franchisees and, having regard to the interests of Franchisor and Franchisee, are reasonable, and all defenses to the strict enforcement thereof by Franchisor are hereby waived by Franchisee. Franchisee acknowledges that it is solely responsible for investigation of all regulation's applicable to the Franchised Business and for obtaining all necessary permits to operate the Franchised Business, and Franchisor makes no representation as to such regulations, if any, or that such licenses or permits are available, nor has Franchisor undertaken any such investigation on its own. Franchisee acknowledges that Franchisor may conduct investigations and make inquiries of any persons as Franchisor, in its reasonable judgment, deems appropriate concerning the credit standing, character and personal qualifications of Franchisee and the partners, shareholders, directors and officers of Franchisee, and Franchisee, by his or her execution hereof, hereby on his or her own behalf and on behalf of his or her partners, shareholders, directors and officers (whose authorization to do so Franchisee expressly represents that he or she has) consents and agrees to Franchisor conducting any investigations and making any inquiries that Franchisor considers appropriate.

19.18 Time of Essence. Time shall be of the essence for all purposes of this Agreement.

19.19 Notices. Any notice required or permitted to be given by this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, sent by confirmed facsimile (with concurrent mailing of the original thereof), nationally-recognized overnight courier, or mailed by certified or registered mail, postage prepaid, addressed to Franchisor and to Franchisee at their respective addresses set out on page 1 hereof or to such other address as the respective parties may give notice of in the same manner. Any such notice shall be deemed to have been given and received, if delivered when delivered, or, when sent if sent by confirmed facsimile (and mailing of the original thereof) if mailed, on the third Business Day following the mailing thereof; provided, however, that no notice which is mailed shall be deemed to be received if between the time of mailing and the third Business Day thereafter there is any labor dispute, strike or lockout affecting mail in the geographic areas in which the notice is mailed or intended to be received.

19.20 Schedules. Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement.

19.21 Submission of Agreement. The submission of this Agreement to Franchisee does not constitute an offer by Franchisor. This Agreement shall only become effective when it has been executed by both Franchisor and Franchisee.

19.22 Consents. Unless otherwise expressly provided herein, anything Franchisor is to provide written consent or approval to Franchisee under this Agreement, such consent or approval shall not be unreasonably withheld.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF Franchisor and Franchisee have executed this agreement on the date or dates set forth below, but with effect from the Effective Date shown in Schedule A.

FRANCHISOR:

JDog Franchises, LLC

____

By: Jerry Flanagan
Title: President

Dated:______________________________

FRANCHISEE:

____

By:

Dated:______________________________

Schedule A
to Franchise Agreement between
JDog Franchises, LLC and ____________________

Effective Date: ____________

Franchised Location: _________________________

Territory: Zip Codes: _________________________

Sub territories:_________________________

Scheduled Opening Date: _________________________

Term: _________________________

Initial Fee: _________________________

Management Personnel: _________________________

Renewal Term: 15 years

FRANCHISE AGREEMENT
SCHEDULE B
FRANCHISEE'S PRINCIPAL GUARANTY

This Franchisee's Principal Guaranty and Covenant (this "Guaranty") is given by each of the undersigned (each a "Guarantor") on ______________, 201__ to **JDog Franchises, LLC.**, a Delaware limited liability company having its headquarters office at 100 Berwyn Park, 850 Cassatt Rd, Suite 225, Berwyn, PA 19312("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated of even date herewith (the "Franchise Agreement") with ________________________, a ______________________________ with its principal offices at ____ ("Franchisee").

Guarantor acknowledges that Guarantor is included in the term "Franchisee's Principal" as described in Section 7.1of the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty and the undertakings of the Franchisee's Principal herein and in the Franchise Agreement are in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the covenants, representations, warranties and agreements of the Franchisee's Principal as set forth in the Franchise Agreement.

Guarantor does hereby guaranty to Franchisor the prompt payment and performance when due of any and all liabilities and obligations arising under or evidenced by the Franchise Agreement, any promissory note or other credit instruments, and any other liabilities, obligations and indebtedness of Franchisee and/or any of it assignees or affiliates to Franchisor and/or any of its assignees or affiliates, of every kind and description, now existing or hereafter incurred or arising, matured or unmatured, direct or indirect, absolute or contingent, due or to become due, and any renewals, consolidations and extensions, including any future advances from Franchisor to Franchisee (collectively, the "Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is irrevocable and unlimited. This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Franchisor shall not be required to pursue any remedy on said Guaranteed Obligations as a condition of the obligation hereunder of Guarantor. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Guarantor agrees 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 investigation, court costs, and arbitration 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 Franchise Agreement and any other agreement between Franchisee and Franchisor.

Guarantor waives any and all notice of the creation, renewal, extension, accrual, modification, amendment, release, or waiver of any of the Guaranteed Obligations and notice of or proof of reliance by Franchisor upon this Guaranty or acceptance of this Guaranty. The Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended, modified or waived, in reliance upon this Guaranty and all dealings between Franchisor and Guarantor shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guaranty. Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

No change in the name, objects, share capital, business, membership, directors' powers, organization or management of the Franchisee shall in any way affect Guarantor in respect of the Guaranteed Obligations either with respect to transactions occurring before or after any such change, it being understood that this Guaranty is to extend to the person(s) or entity(ies) for the time being and from time to time carrying on the business now carried on by the Franchisee, notwithstanding any change(s) in the name or shareholders of the Franchisee, and notwithstanding any reorganization or its amalgamation with another or others or the sale or disposal of its business in whole or in part to another or others.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR:

By:______________________________

Name:

EXHIBIT C: Operations Manual Table of Contents

J Dog Junk Removal & Hauling Confidential Operations Manual Table of Contents:

EXHIBIT D
EFT (Electronic Funds Transfer Agreement)

BANK DRAFT AGREEMENT AUTHORIZATION
FOR PRE-AUTHORIZATION PAYMENTS TO
JDOG FRANCHISES, LLC

____
Account Name

____
Account Number

____
Bank Transit Number (ABA)

____
Bank Name (Please Print) ("Bank")

____
Address

Effective as of the date of the signature below, the undersigned hereby authorizes JDOG FRANCHISES, LLC ('J DOG JUNK REMOVAL & HAULING") to initiate debit entries by either electronic or paper means to the undersigned's bank Account Number listed above (at the bank indicated above as the "Bank") and authorizes the Bank to debit the same account and to make payment to J DOG JUNK REMOVAL & HAULING, 100 Berwyn Park, 850 Cassatt Rd, Suite 225, Berwyn, PA 19312 or any other address which may be dictated by the franchisor for any and all Royalty Fees and other fees due and owing under the Franchise Agreement. Franchisee acknowledges that Royalties and all other fees may be collected by Franchisor in the manner provided for in the Franchise Agreement. .

The undersigned agrees that in making payment for such charges, the Bank's rights shall be the same as if each were a charge made and signed personally by the undersigned. The Bank shall have no obligation whatsoever regarding the calculation or verification of the amount of any payments.

This authority shall remain in full force and effect until J DOG JUNK REMOVAL & HAULING and the Bank have received a minimum of ninety (90) days advance written notice from the undersigned of the termination of authority granted herein. Until the Bank actually receives such notice, the undersigned agrees that the Bank shall be fully protected in paying any amounts pursuant to this authority. The undersigned further agrees that if any such payments are not made, whether with or without cause, and whether intentionally or inadvertently, the Bank shall be under no liability to the undersigned.

Print:______________________________
Franchisee

By:______________________________ Date____________________
Name and Title:

EXHIBIT E: Representations and Acknowledgment Statement

ACKNOWLEDGEMENT AND EXECUTION BY FRANCHISEE
FRANCHISEE ACKNOWLEDGES THAT PRIOR TO THE DATE OF EXECUTING THIS AGREEMENT OR PAYING ANY NON-REFUNDABLE CONSIDERATION FOR IT, FRANCHISEE HAS RECEIVED, READ AND UNDERSTOOD A COMPLETE COPY OF THIS AGREEMENT (WITH ALL BLANKS COMPLETED) AND A FRANCHISE DISCLOSURE DOCUMENT IN CONSULTATION WITH PROFESSIONAL ADVISORS OF FRANCHISEE'S OWN CHOOSING AND, ACCORDINGLY, THAT FRANCHISEE IS AWARE OF ALL PROVISIONS OF THIS AGREEMENT AND IS AWARE OF THE BUSINESS RISKS INVOLVED IN ENTERING INTO THIS AGREEMENT AND ESTABLISHING AND OPERATING THE FRANCHISED BUSINESS CONTEMPLATED HEREBY.
Dated:

FRANCHISOR:
JDog Franchises, LLC

____
By: Jerry Flanagan
Title: President

FRANCHISEE:

____
By:
Title:

Dated:

EXHIBIT F: State Specific Addenda

The following modifications are to the JDog Franchises, LLC Franchise Disclosure Document and Franchise Agreement, and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Disclosure Document and Franchise Agreement issued on November 24, 2014.

The following states have statutes that may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your Franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code, Tit. 6, Ch. 25, Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/1-44], INDIANA [Stat. Sections 23-2-2.7 and 23-2-2.5], IOWA [Code Sections 523H.1-523H.17], MARYLAND [MD. CODE ANN., BUS. REG. §§14-201 TO 14-233 (2004 Repl. Vol.)], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-517-574], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03].

The provisions of this State-Specific Addendum to Franchise Disclosure Document and Franchise Agreement ("**State Addendum**") apply only to those persons residing or operating Franchise Businesses in the following states:

N/A

EXHIBIT G: OUTLETS AS OF SEPTEMBER 26, 2014

FRANCHISEES			
Franchisee	Contact	Phone	City, State
The Catlett Group, LLC	Toby Catlett	(786) 554-9096	Lake Worth, FL
Veteran Junk Solutions, LLC	Leonard Meschino	(269) 463-3640	Watervliet, MI
Roy Birdwell	Roy Birdwell	(615) 319-4090	Clever, MO
J Dog, LLC	Steven Devaux	(732) 859-5243	Wayne, PA
Roy Birdwell	Roy Birdwell	(615) 319-4090	Murfreesboro, TN
Louis Vaughn, Jr.	Louis Vaughn	(832) 230-8587	Houston, TX

EXHIBIT H: FINANCIAL STATEMENTS

JDOG FRANCHISES, LLC
(A Limited Liability Company)

BALANCE SHEET

SEPTEMBER 30, 2014

JDOG FRANCHISES, LLC
(A Limited Liability Company)
SEPTEMBER 30, 2014

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CITRINCOOPERMAN
Attest & Assurance | Tax Compliance & Research | Specialty & Consulting

INDEPENDENT AUDITOR'S REPORT

To the Member
JDog Franchises, LLC

We have audited the accompanying balance sheet of JDog Franchises, LLC (the "Company"), a wholly-owned subsidiary of JD Investment Company, LLC, as of September 30, 2014, and the related notes.

Management's Responsibility for the Financial Statement

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of JDog Franchises, LLC as of September 30, 2014, in accordance with accounting principles generally accepted in the United States of America.

Citrin Cooperman & Company, LLP
CERTIFIED PUBLIC ACCOUNTANTS

New York, New York
November 21, 2014

CITRIN COOPERMAN & COMPANY, LLP
529 FIFTH AVENUE NEW YORK, NY 10017 | TEL 212.697.1000 | FAX 212.697.1004 CITRINCOOPERMAN.COM

JDOG FRANCHISES, LLC
(A Limited Liability Company)
BALANCE SHEET
SEPTEMBER 30, 2014

ASSETS

Current assets:	
Cash	$ 817,033
Prepaid expenses and other current assets	95,070
Total current assets	912,103
Property and equipment, net	5,806
Security deposit	5,646
TOTAL ASSETS	$ 923,555

LIABILITIES AND MEMBER'S EQUITY

Current liabilities:	
Accounts payable and accrued expenses	$ 36,850
Due to related parties	1,300
Total current liabilities	38,150
Commitments and contingencies (Note 5)	
Member's equity	885,405
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 923,555

See accompanying notes to balance sheet.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and nature of operations
JDog Franchises, LLC (the "Company"), a wholly-owned subsidiary of JD Investment Company, LLC (the "Parent"), was formed on June 16, 2014 (inception), as a Delaware limited liability company. The Company will engage in the sale of franchises throughout the United States in accordance with a license agreement dated September 19, 2014, between the Company and J Dog Holdings, LLC (the "Licensor"), an entity related to the Company by common ownership and control. Pursuant to the Company's standard franchise agreement, franchisees will operate businesses known as "J Dog Junk Removal & Hauling," a residential and commercial junk removal and hauling business.

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

Use of estimates
The preparation of a balance sheet in conformity with accounting principles generally accepted in the United States of America ("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 balance sheet. Actual results could differ from those estimates.

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

Depreciation is provided using the straight-line and various accelerated methods over the estimated useful lives of the assets, which are as follows:

Furniture and fixtures	3 years

Revenue and cost recognition
Royalties are based on set contractual amounts and are recognized when billed. Initial franchise fees are deferred until substantially all of the Company's initial services required pursuant to the franchise agreement have been performed or satisfied.

The Company defers those direct and incremental costs associated with the sale of franchises for which revenue is deferred. Deferred costs are charged to earnings when the related deferred franchise fees are recognized in income.

All other fees are recorded as services are rendered.

Income taxes
The Company is treated as a partnership for tax purposes and, as such, is not liable for federal or state income taxes. As a single-member limited liability company and therefore a disregarded entity for income tax purposes, the Company's assets, liabilities, and items of income, deduction and credit are combined with and included in the income tax returns of the Parent. Accordingly, the accompanying financial statement does not include a provision or liability for federal or state income taxes.

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes (continued)

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

Advertising

Advertising costs are expensed as incurred.

Franchised outlets

The following data is presented representing the status of the Company's franchised outlets as of September 30, 2014:

Franchised outlets assigned to the Company by the Parent	6
Franchises sold	-
Franchises purchased	-
Franchised outlets in operation	5
Franchisor-owned outlets in operation	-

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Company has evaluated subsequent events through November 21, 2014, the date on which this financial statement was available to be issued. There were no material subsequent events that required recognition or additional disclosure in this financial statement.

NOTE 2. ASSIGNMENT AGREEMENT

On September 19, 2014, the Company entered into an assignment agreement with the Parent, whereby the Parent assigned its interests in certain franchise agreements with existing franchisees (that had initially been acquired by the Parent from the previous unaffiliated franchisor) to the Company.

NOTE 3. CONCENTRATION OF CREDIT RISK

Cash

Financial instruments that potentially expose the Company to concentration of credit risk consist primarily of cash. The Company's cash is placed with a major financial institution. At times, amounts held with this financial institution may exceed federally-insured limits.

EXHIBIT I: RECEIPT (Franchisor Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure documents and all agreements carefully.

If JDog Franchises, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Maryland, New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan, Oregon, and Washington require 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 JDog Franchises, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission in Washington, D.C. and the Pennsylvania Department of State.

Franchise seller(s) offering the franchise: JDog Franchises, LLC, Berwyn, PA, (877) 994-4327; Synergy Franchise Group, LLC, West Palm Beach, FL, (561) 385-3032. Also, please identify any individual franchise seller who offered you a J Dog Junk Removal & Hauling franchise:

☐ Jerry Flanagan
JDog Franchises, LLC
(877) 994-4327

☐ Wayne Turner
JDog Franchises, LLC
(877) 994-4327

☐ ______________
Name of Franchise Seller
____
Address
____
Phone

Acknowledgment

I received a disclosure document dated November 24, 2014 that included the following Exhibits:

Check and match as needed,
☐ A. State Administrators and Agents for Service of Process
☐ B. Franchise Agreement
☐ C. Manual Table of Contents
☐ D. EFT (Electronic Funds Transfer Agreement)
☐ E. Representations and Acknowledgment Statement
☐ F. State Specific Addenda
☐ G. Outlets
☐ H. Financial Statements
☐ I. Receipts

____
Print Name

____
Signature

____
Date

EXHIBIT I: RECEIPT (Franchisee Copy)

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JDog Franchises, LLC
(877) 994-4327

☐ ______________
Name of Franchise Seller
____
Address
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☐ H. Financial Statements
☐ I. Receipts

____
Print Name

____
Signature

____
Date

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JDOG WANTS YOU- Military Veterans only!

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- Focused on Building a National Military Veteran Brand to Dominate Retail Segments http://www.msnbc.com/newsnation/watch/veteran-creates-business-for-other-veterans-346741827699

www.jdogjunkremoval.com

JDog® Junk Removal & Hauling