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FRANCHISE DISCLOSURE DOCUMENT

HOODZ International, LLC
A Delaware Limited Liability Company
731 Fairfield Court
Ann Arbor, MI 48108
(844) 792-4491
info@HOODZ.com
www.HOODZINTERNATIONAL.COM

The franchise offered is for the establishment and operation of a business that offers, markets, promotes, advertises, manages and performs cleaning, inspection, maintenance, repairs, and restoration of commercial exhaust hood systems, conveyor ovens, kitchen equipment, facility premises, grease containment, grease filters, grease tanks, and air filters for establishments where food is prepared and/or served at retail (each, a "Retail Food Service Customer" or "RFSC"), as well as other services authorized by us under our marks, utilizing the HOODZ business system, which is sometimes referred to below as the "Franchise", or "HOODZ Business."

The total investment necessary to begin operation of a HOODZ Business with a Standard Territory is $74,221 to $179,840. This includes $43,860 to $109,800 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operations of a HOODZ Business with an Express Territory is $62,221 to $137,810. This includes $31,860 to $67,770 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operations of a conversion HOODZ Business is $31,920 to $184,240. This includes $8,490 to $64,825 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 for you. To discuss the availability of disclosures in different formats, contact Ebony Idemudia at 731 Fairfield Court, Ann Arbor, MI 48108, 734-864-9774.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of the contract carefully. Review your contract and this disclosure document with 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 an informed decision. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance date: March 31, 2021, as amended May 17, 2021

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How to Use This Franchise Disclosure Document

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

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

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What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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Special Risks to Consider About *This* Franchise

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

1. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

2. **Spousal Liability**. Your spouse must sign a personal guaranty making your spouse individually liable for your financial obligations under the Franchise Agreement. The guaranty will place your spouse's marital and personal assets at risk if your franchise fails.

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

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ADDITIONAL DISCLOSURES FOR THE STATE OF MICHIGAN.

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 five 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 six 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.

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(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 ENFORCEMENT BY THE ATTORNEY GENERAL.

If the franchisor's most recent financial statements are un-audited, and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

Any questions regarding this notice should be directed to:

State of Michigan
Consumer Protection Division
Attn: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
(517) 373-7117
miag@michigan.gov

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HOODZ INTERNATIONAL, LLC

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Exhibits

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B – Financial Statements
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D – Agents for Service of Process
E – State Addenda to the Disclosure Document
F – List of Franchisees
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ITEM 1: THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

1.1 The Franchisor, its Parents and Certain Affiliates

The franchisor is HOODZ International, LLC. Our principal business address is 731 Fairfield Court, Ann Arbor, MI 48108. To simplify the language in this Disclosure Document, "we," "us," "our," "Company", and "HOODZ" means HOODZ International, LLC. "You" or "your" means the person or persons to whom a Franchise is awarded. If the Franchise is awarded to a legal or business entity, "you" or "your" means the legal or business entity and the owners of the legal or business entity.

We were formed October 3, 2008, as a Delaware Limited Liability Company, and began offering franchises January 1, 2009. We do business under the name "HOODZ." We do not do business under any other name; however, our owners have other businesses as described below. We have no other business activities although we reserve the right to do so in the future.

Our agent authorized to receive service of process is listed in Exhibit D of this Disclosure Document.

Our parent is BELFOR Franchise Group, LLC (f/k/a "DUCTZ Holdings, LLC") a Michigan Limited Liability Company formed on July 3, 2007 ("BFG"), which has a principal business address of 731 Fairfield Court, Ann Arbor, MI 48108. BFG is a wholly owned subsidiary of BELFOR (USA) Group, Inc. ("BELFOR"), a Colorado corporation formed on June 9, 1995, and located at 185 Oakland Ave, Suite 150, Birmingham, MI 48009. BELFOR is a wholly owned subsidiary of BELFOR Holdings, Inc., a Delaware corporation incorporated on May 24, 2006 and located at 185 Oakland Ave, Suite 150, Birmingham, MI 48009. BELFOR offers property and electronic restoration, machinery refurbishment, data and document restoration, mold remediation, emergency and rapid response. BELFOR does not currently operate any, nor has it offered, franchises in any line of business, although it reserves the right to do so in the future. As of December 31, 2020, BELFOR owns and operates 152 outlets in the United States and Canada.

BELFOR Holdings, Inc. is fully owned by ASP BF Intermediate Sub, LLC, a Delaware limited liability company formed on December 21, 2018. Its principal business address is 299 Park Avenue, 34th Floor, New York NY 10171. ASP BF Intermediate Sub, LLC purchased BELFOR Holdings, Inc. on April 4, 2019.

Our first affiliate that offers other franchises which are described below is HOODZ Canada, Inc., a federal company incorporated on October 4, 2011, in accordance with the laws of Canada and maintains its principal address at 731 Fairfield Court, Ann Arbor, MI 48108.

Our second affiliate that offers other franchises which are described below is DUCTZ International, LLC, a Michigan Limited Liability Company formed on March 30, 2004 and located at 731 Fairfield Court, Ann Arbor, Michigan 48108.

Our third affiliate that offers other franchises which are described below is 1 800 WATER DAMAGE, International, LLC (1-800 WD), a Delaware Limited Liability, formed on April 16, 2015 and located at 731 Fairfield Court, Ann Arbor, MI 48108.

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1.2 Market and Competition

HOODZ Businesses offer the above listed services for commercial buildings and institutions. HOODZ Businesses operate under distinctive and proprietary business formats, systems, methods, procedures, techniques, designs and specifications. specific marketing and sales procedures, cleaning, and restoration processes and systems, all of which we (or our affiliates) may improve, further develop or otherwise modify from time to time (collectively referred to as the "HOODZ System" or "System"). We currently plan to develop, promote, and award franchises to establish a franchised network of local owners across the United States, which together with the HOODZ Businesses operated by us or HOODZ North America, LLC, and/or our affiliates ("Company Stores") will conduct commercial cleaning, maintenance and repair including but not limited to exhaust hood cleaning, oven cleaning and restoration services under the HOODZ name (each, a "HOODZ Business") using methods and operating systems as defined in our proprietary operations manual (the "HOODZ System Standards"). You must operate your HOODZ Business according to the HOODZ System.

Following the System, you will market your HOODZ Business services directly to independent and franchised restaurants, schools, institutions, manufacturing facilities and other similar commercial customers.

Your competitors are generally independent contractors and other businesses that offer commercial exhaust hood cleaning, oven cleaning and restoration services. These competitors offer similar services with a wide variety of options. You may also compete with large chains, franchised businesses and other companies with substantial resources. The market for commercial exhaust hood cleaning and oven cleaning services is developed in some geographic areas and developing in other areas, depending on the number of businesses in the area capable of performing similar services, and the number of commercial establishments in the area aware of the availability, regulatory requirements and benefits of such services.

1.3 Our Business and the Franchise Offered

We grant franchises for establishing, marketing, promoting, advertising, managing, conducting and operating businesses that perform commercial exhaust hood system and oven cleaning, inspection, maintenance, preventative maintenance, repair and restoration services, as well as other products and services authorized by us under our marks (the "Marks"), currently including, but not limited to, specifically the cleaning, maintenance, replacement, and repair related to the facilities and equipment surrounding commercial kitchens, such as commercial kitchen equipment and appliances, exhaust hood systems, pressure washing, grease and air filters, grease containment and grease tanks, for establishments where food is prepared and/or served at retail (each, a "Retail Food Service Customer" or "RFSC"). You will be awarded a geographic territory (the "Territory") where you may advertise, and solicit business, and where you may also perform Services under certain conditions as described in Section 1 of the Franchise Agreement (the "Franchise Agreement") attached as Exhibit A-1 to this Disclosure Document. Under certain conditions, other franchisee(s), Company Store(s) may also solicit and perform commercial exhaust hood cleaning and oven cleaning services, and other cleaning, repair, restoration, maintenance, and/or other related services in the Territory, as described more fully in Item 12 of this Disclosure Document.

You will identify that you are a HOODZ franchisee by exhibiting the Marks on your marketing materials, vehicles, employee uniforms, stationery, business cards, invoices, and other business supplies and materials.

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Currently, permitted services include the core NFPA, IMC and IFC regulated, certified and/or standardized activities of filter cleaning and/or filter exchange, cooking equipment cleaning, grease trap maintenance, and any other types of services authorized by us with respect to the HOODZ Business. The maintenance, repair, flushing or recharging of fire suppression or extinguishing systems is not a permitted service of HOODZ Businesses, without our express written consent and only after providing evidence of acceptable training, certification, compliance with National Fire Protection Association codes or other regulations, insurance coverage and indemnification of us.

1.4 Laws and Industry Regulations

You must comply with all federal, state, and local laws, standards and regulations that apply to commercial cleaning, maintenance and repair businesses including but not limited to kitchen exhaust hood cleaning, oven cleaning and restoration businesses in general. If your state, county or local government licenses or regulates contractors and exhaust hood system cleaners, you must be licensed before offering any regulated franchised services. Regardless of any applicable regulations, you must demonstrate to us that you possess the qualifications required to perform the services offered by HOODZ Businesses. According to the International Kitchen Exhaust Cleaners Association, the following jurisdictions currently require exhaust hood system cleaners to hold special licenses or complete testing: Boston, MA, New York City, NY, Las Vegas, NV, Vancouver, WA and Minneapolis, MN. Other jurisdictions may or may soon require them as well. You should investigate these laws and regulations, and keep appraised of changes that are made in areas that you service. You are solely responsible to investigate and determine licensing requirements or testing requirements in the area you would like to service before signing the Franchise Agreement. It is your sole responsibility to investigate and comply with these laws and regulations.

You must maintain your license(s) in good standing with the applicable licensing authority for the entire term of the Franchise Agreement and all renewals.

1.5 Prior Business Experience

We have never conducted business in any other line of business, nor have we offered franchises any other line of business, although we reserve the right to do so.

We do not have any predecessors.

1.6 Other Affiliates

BELFOR, and our parent, BFG, also owns the companies that offer franchises in the chart below. The franchising companies have offered franchises since their year of formation, only offer franchises in the line of business in the chart, and have never offered franchises in any other line of business. All of the franchising companies in the chart below have the following principal business address: 731 Fairfield Court, Ann Arbor, MI, except the Canadian companies have the following principal business address: 3300 Bridgeway Street, Vancouver, British Columbia V5K 1H9. Winmar's principal business address is 175 Stonach Crescent, London, ON N5V 3G5,

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Company	State/Type of Entity	Date of Formation	Number of Outlets	Franchise Offering
1 800 WATER DAMAGE International, LLC ("1 800 WD") (predecessor is LLB Group, Inc., (f/k/a The Cure Services Group, Inc., which offered and sold 1 800 WD franchises from 2003 until 2013)	Delaware LLC	Apr. 16, 2015	133 traditional outlets and 7 "Managing Operator" outlets	Water damage restoration services, carpet cleaning services, mold remediation, odor removal, fire and smoke and related cleaning services.
DUCTZ International, LLC ("DUCTZ")	Michigan LLC	Mar. 30, 2004	72	HVAC restoration and duct cleaning services to various large volume, emergency, and rapid response projects.
PACKOUTZ International, LLC ("BLUE KANGAROO PACKOUTZ")	Delaware LLC	August 29, 2019	3	Contents restoration, packing, cleaning, and permanent climate-controlled storage.
PLUMBERZ International, LLC ("Z PLUMBERZ") (predecessor is Plumbing Professors, LLC, formed on Oct. 18, 2006, (formerly known as North American Service Group, LLC, and ROOTER1, LLC))	Delaware LLC	Mar. 25, 2019	8	Plumbing, sewer, and drain service to residential, commercial, and industrial buildings.
Patch Boys International, LLC ("THE PATCH BOYS")	Delaware LLC	May 6, 2020	100	Performing light restoration and reconstruction services in residential homes and commercial businesses.
HOODZ Canada, Inc.	Federal company (Canada)	Oct. 4, 2011	1	Performing commercial kitchen exhaust system cleaning, inspection, maintenance and restoration services.
DUCTZ Canada, Inc.	Federal company (Canada)	Jan. 12, 2018	1	HVAC restoration and duct cleaning services to various large volume, emergency, and rapid response projects.
1 800 WATER DAMAGE Canada, Inc.	Federal company (Canada)	Jan. 12, 2018	0	Water damage restoration services, carpet cleaning services, mold remediation, odor removal, fire and

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				smoke and related cleaning services.
Winmar (Canada) International Ltd. ("Winmar") (predecessor is Winmar International, Inc.)	Federal company (Canada)	Dec. 7, 2018	94	Restoration services for residential and commercial properties across Canada that specialize in water damage, fire and smoke restoration services, mold inspection and removal as well as damage restoration and recovery.

Our parent, BFG, also owns the following companies that do not currently have or offer franchises, but reserve the right to do so in the future, and may offer products or services to franchisees:

Company	State/Type of Entity	Date of Formation	Principal Address	Number of Outlets	Industry
DUCTZ North America, LLC ("DZNA") (predecessor is DUCTZ-NST Ventures, LLC, formed on March 15, 2006)	Delaware LLC	July 24, 2007	731 Fairfield Court, Ann Arbor, MI 48108	5 (company-owned DUCTZ Businesses)	HVAC restoration and duct cleaning services to various large volume, emergency, and rapid response projects.
HOODZ North America, LLC ("HZNA")	Delaware LLC	Nov. 12, 2009	731 Fairfield Court, Ann Arbor, MI 48108	6 (company-owned HOODZ Businesses)	Commercial exhaust hood system and oven cleaning, inspection, maintenance and restoration services.
1 800 WATER DAMAGE North America, LLC ("WDNA")	Delaware LLC	Sept. 28, 2015	731 Fairfield Court, Ann Arbor, MI 48108	Owns 7 Managing Operator Model outlets and operates 2 outlets	Water damage restoration services, carpet cleaning services, mold remediation, odor removal, fire and smoke and related cleaning services.
PACKOUTZ North America, LLC ("BLUE	Michigan LLC	March 25, 2019	731 Fairfield Court, Ann	1	Contents restoration, packing, cleaning,

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KANGAROO PACKOUTZ NA") (predecessor is O'Donnell Brothers' Professional Furniture Service Inc.)			Arbor, MI 48108		and permanent climate-controlled storage.
PLUMBERZ North America, LLC ("Z PLUMBERZ NA")	Michigan LLC	March 25, 2019	731 Fairfield Court, Ann Arbor, MI 48108	1	Plumbing, sewer, and drain service to residential, commercial, and industrial buildings.
A Cure Disaster Services, LLC ("A Cure")	Delaware LLC	April 16, 2015	12600 Interurban Ave., S. Suite 130, Tukwila, WA 98168	1 (company-owned 1-800 WATER DAMAGE Business)	Water damage restoration services, carpet cleaning services, mold remediation, odor removal and related cleaning services.
BHI Distribution, LLC ("BHI")	Delaware LLC	Feb. 19, 2008	731 Fairfield Court, Ann Arbor, MI 48108	1	Procurement and distribution of vehicles, equipment and supplies for BELFOR USA and its affiliates and subsidiaries.
DRIPLOC, LLC (predecessor is DRIPLOC, LLC, formed on June 4, 2002)	Delaware LLC	May 12, 2010	731 Fairfield Court, Ann Arbor, MI 48108	1	Grease containment, may provide equipment and related services to franchisees.
Colman Wolf Supply, LLC ("Colman Wolf")	Michigan LLC	June 29, 2009	15201 E 11 Mile Road Roseville, MI 48066	1	Procurement and distribution of equipment and supplies for BELFOR USA and its affiliates and subsidiaries.

On July 10, 2019, BELFOR acquired control of HRI Holdings, Inc. ("HRI Holdings") from Baird Capital Partners ("BCP"), and HRI Holdings became a wholly owned subsidiary of BELFOR, along with HRI Holdings' subsidiaries, namely Harris Research Inc. ("HRI"), and Delta Development Group, LLC. On September 7, 2011, BCP acquired control of HRI from The Home Depot, Inc., and HRI became a wholly owned subsidiary of HRI Holdings, which was owned by BCP. BCP and HRI Holdings' address was 227 W. Monroe Street, Suite 1900, Chicago, Illinois 60606.

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Prior to September 6, 1996, HRI and Devere International, Inc. ("DII") were separate corporations under common ownership. On September 6, 1996, the owner contributed 100% of DII stock to HRI and thus DII became a wholly owned subsidiary of HRI. There is no predecessor or affiliate of DII and DII has not offered franchises or master franchises in any other line of business. Master franchises typically involve granting an individual the right to offer sub-franchises under the marks within a specific territory outside of the United States and Canada.

As a result of the transaction with HRI Holdings, BELFOR also owns the following franchise companies that offer the franchise offerings in the chart below and that may also offer products or services to franchisees:

Company	State/Type of Entity	Date of Formation	Principal Address	Number of Outlets	Industry
HRI, doing business under the names "Chem-Dry" and "Harris Research, Inc."	Utah Corp.	March 1994 (originally a California Corp. formed in Nov. 1977)	124 12th Ave. South, Suite 300, Nashville, TN 37203*	1,831 (Master franchisees in Canada, Australia and New Zealand)	Offers Chem-Dry franchises, which is a carpet cleaning and upholstery cleaning franchise, since 1978. Offered N-Hance franchises in the U.S. and Canada from May 2003 until August 2017.
NHance, Inc. ("NHI")	Delaware Corp.	Dec. 31, 2012	1530 North 1000 West, Logan, UT 84321	428 (Master franchisees in Canada and Lebanon)	Wood cleaning, coating, protection and other wood care and renewal products and services for wood flooring, cabinetry, trim and other wood furnishings
Devere International, Inc. ("DII")	California Corp.	Sept. 1987	124 12th Ave. South, Suite 300, Nashville, TN 37203*		Offers Chem-Dry master franchises outside of the United States and Canada
Delta Development Group, LLC ("DDG")	Colorado LLC	Mar. 14, 2018	124 12th Ave. South, Suite 300, Nashville, TN 37203*	11	Commercial and residential property mitigation, reconstruction, remodeling and consulting services.

*The Nashville office will be moving to 3310 West End Ave., Suite 620, Nashville, TN 37203, as of June 1, 2021.

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ITEM 2: BUSINESS EXPERIENCE

President: Nathan Willard

Mr. Willard has served as the President of HOODZ International, LLC in Ann Arbor, MI from May 2021 to the present. Mr. Willard has also served as a Business Coach for HOODZ International, LLC in Ann Arbor, MI, from August 2015 to April 2021. Prior to joining HOODZ, Mr. Willard served as a Regional Field Service Manager for A&E Factory Service in Sterling Heights, MI from September 2011 to August 2015.

President of BELFOR Franchise Group, LLC: Rusty Amarante

Mr. Amarante currently serves as President of BELFOR Franchise Group, LLC, located in Ann Arbor, MI and has done so since March 2012. Mr. Amarante also currently serves as President of HOODZ North America, LLC, located in Ann Arbor, MI, and has done so since March 2012. Mr. Amarante also currently serves as President of 1 800 WATER DAMAGE North America, LLC, located in Ann Arbor, MI and has done so since October 2015. Mr. Amarante previously served as President of the following companies during the following times: (i) HOODZ International, LLC, from March 2012 until September 2016 and (ii) 1 800 WATER DAMAGE International, LLC from April 2015 until August 2018. Mr. Amarante has served as Director of Operations for BELFOR USA Group, Inc., located in Birmingham, MI, since November 1999.

Chief Executive Officer: Sheldon Yellen

Mr. Yellen has served as Chief Executive Officer for DUCTZ International, LLC, BELFOR Franchise Group, LLC, and DUCTZ North America, LLC, located in Ann Arbor, MI from July 2007 to the present. Mr. Yellen has also served as Chief Executive Officer of HOODZ International, LLC and HOODZ North America, LLC, located in Ann Arbor, MI, from September 2008 to the present. Mr. Yellen also serves as Chief Executive Officer of 1 800 WATER DAMAGE International, LLC and 1 800 WATER DAMAGE North America, LLC, located in Ann Arbor, MI, from October 2015 to the present. Mr. Yellen has served as Chief Executive Officer of BELFOR USA Group, Inc., located in Birmingham, MI from April 2004 to the present. Mr. Yellen also has served as Director and CEO of BELFOR Holdings, Inc., in Birmingham, MI, since its inception in September 2006 to the present.

Treasurer and Secretary: Chris Jones

Mr. Jones has served as Treasurer and Secretary of BELFOR Franchise Group, LLC, DUCTZ North America, LLC, and DUCTZ International, LLC, located in Ann Arbor, MI, from July 2007 to present. Mr. Jones has also served as Treasurer and Secretary of HOODZ International, LLC, and HOODZ North America, LLC, located in Ann Arbor, MI, from September 2008 to the present. Mr. Jones also serves as Treasurer and Secretary of 1 800 WATER DAMAGE International, LLC and 1 800 WATER DAMAGE North America, LLC, located in Ann Arbor, MI, from October 2015 to the present. Mr. Jones has also served as Group Controller for BELFOR USA Group, Inc., located in Birmingham, MI, from July 2005 to the present.

Chief Operating Officer of BELFOR Franchise Group: Dan Tarantin

Mr. Tarantin joined and has served as COO of BELFOR Franchise Group since September 2019. Mr. Tarantin joined the Board of Directors of HRI, as the Chairman, in September 2011 and has also

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served as President and CEO of HRI since November 2011. He also serves as President and CEO of NHI, since November2012, and President and CEO of our affiliate DDG, since March 2018.

Senior Vice President of Legal and Franchise Administration: Melanie Parker

Ms. Parker has been the Senior Vice President of Legal and Franchise Administration for all brands owned by BELFOR Franchise Group, LLC since September 2019. Ms. Parker became the Vice President of Legal and Franchise Administration for HRI in October 2015, and serves in the same capacity for NHI, since October 2015, and DDG, since March 2018. Ms. Parker joined HRI in June 2012 as the Director of Franchise Administration for HRI and NHI.

Senior Vice President of Franchise Sales and Development: Doug Smith

Mr. Smith has been the Senior Vice President of Franchise Sales and Development for all brands owned by BELFOR Franchise Group, LLC since September 2019. Mr. Smith joined the management team at HRI in August 2015 as Senior Vice President of Franchise Sales and Development. From December 2001 to July 2015 he served as Senior Vice President of Sales for Affinion Group in Franklin, Tennessee.

Senior Vice President of Marketing: William Zinke

Mr. Zinke has been the Senior Vice President of Marketing for all brands owned by BELFOR Franchise Group, LLC since September 2019. Mr. Zinke joined HRI as Vice President of Marketing for Chem-Dry in May 2012 and was named Senior Vice President of Marketing for HRI in January 2018 and has served in the same capacity for DDG since March 2018.

Vice President of Franchise Development: Ken Osness

Mr. Osness has served as Vice President of Franchise Development for BELFOR Franchise Group, LLC, which is located in Ann Arbor, MI, since October, 2019. Previously, he served as Director of Franchise Development for BELFOR Franchise Group, LLC, from December 2015 to October 2019. Prior to that, Mr. Osness served as Franchise Development Manager for HOODZ International, LLC, from April 2009 to December 2015. Mr. Osness also served as the Franchise Development Manager of DUCTZ International, LLC, from June 2006 to January 2015.

Senior National Franchise Recruiter: Rodney Tremelling

Mr. Tremelling has served as the Senior National Franchise Recruiter for BELFOR Franchise Group, LLC, located in Ann Arbor, MI, from January 2021 to the present. Prior to that, Mr. Tremelling served as a Franchise Salesperson for Honest Abe Roofing, located in Terre Haute, Indiana, from June 2020 through January 2021. Mr. Tremelling also served, while located in Harland, Wisconsin, as Director of Franchise Sales from January 2000 through November 2019.

ITEM 3: LITIGATION

HOODZ International, LLC v. DDA Brad, Inc., DBB Group, Inc. d/b/a TLC Austin, and Alvin Bradford; Cause No. D-1-GN-19-007563. On October 29, 2019, we filed, in the 353rd Judicial District Court, Travis County, Texas, a verified original petition, application for temporary restraining order, and request for injunctive relief ("Petition") against former franchisees, namely

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DDA Brad, Inc., and Alvin Bradford, as well as their affiliated entity, DBB Group, Inc. d/b/a TLC Austin (collectively, "Defendants") claiming breach of contract, trademark infringement, unfair competition, misappropriation of trade secrets, intentional interference with business relationships, breach of fiduciary duty, and unjust enrichment arising from Defendants' violations of the Franchise Agreement, including, but not limited to, failure to pay minimum royalties and forming a competing business. We are seeking monetary relief of more than $200,000, but less than $1,000,000 as well as non-monetary relief, including injunctive relief seeking to enjoin the improper use and disclosure of our confidential information, the violation of noncompetition obligations, and the non-solicitation of our customers. On November 13, 2019, the Defendants filed an answer generally denying all claims. On November 14, 2019, the court granted our request for a temporary injunction prohibiting Defendants from operating a competing business, disclosing our confidential information, and using our Marks. This case is set for jury trial on September 13, 2021.

Except as described above, no litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

5.1. Initial Fees for Franchises

Upon signing of the Franchise Agreement for a Territory, you must pay an initial franchise fee to us that varies according to the number of RFSCs in the Territory (the "Initial Franchise Fee"). The Initial Franchise Fee is deemed fully earned upon payment and non-refundable under any circumstances.

A. Standard HOODZ Territory

The Initial Franchise Fee for a Standard Territory is $59,900 (the "Standard Base Fee") for a number of no less than 1,600 but not more than 2,000 RFSCs (a "Standard Territory"). For a Standard Territory with more than 2,000 RFSCs, the Initial Franchise Fee will equal the Standard Base Fee, plus $30.00 for each RFSC over 2,000 (the "Additional Fee"). For example, the Initial Franchise Fee for a location with 2,200 RFSCs will be computed as follows:

$59,900 (Standard Base Fee) + (200 x $30.00) = $65,900

Each Standard Territory will have a maximum of 3,000 RFSCs. The purchase of more than 3,000 RFSCs in the aggregate at any time during the term of the Franchise Agreement will require the payment of an additional Initial Franchise Fee.

We will determine the number of RFSCs in our sole discretion based on data compiled by the Environmental Systems Research Institute, Inc. ("ESRI") and InfoUSA. The determination of RFSCs is only for the purposes of determining the Initial Franchise Fee and is not a representation as to the potential number of customers in the Standard Territory, either at the commencement of or during the course of the Term of the Franchise Agreement, including any renewal terms.

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B. Express HOODZ Territory

The Initial Franchise Fee for an Express Territory is $29,900 (the "Express Base Fee") for a number of no less than 750 but not more than 1,000 RFSCs (a "Express Territory"). For an Express Territory with more than 1,000 RFSCs, the Initial Franchise Fee will equal the Express Base Fee, plus the Additional Fee for each RFSC over 1,000. For example, the Initial Franchise Fee for a location with 1,200 RFSCs will be computed as follows:

$29,900 (Express Base Fee) + (200 x $30.00) = $35,900

Each Express Territory will have a maximum of 1,599 RFSCs. The purchase of more than 1,599 RFSCs in the aggregate at any time during the term of the Franchise Agreement will require the payment of an additional Initial Franchise Fee.

We will determine the number of RFSCs in our sole discretion based on data compiled by the Environmental Systems Research Institute, Inc. ("ESRI") and InfoUSA. The determination of RFSCs is only for the purposes of determining the Initial Franchise Fee and is not a representation as to the potential number of customers in the Express Territory, either at the commencement of or during the course of the Term of the Franchise Agreement, including any renewal terms.

The Initial Franchise Fee offsets the expenses we incur in registering, marketing, awarding, training, and opening new franchises. There are no refunds under any circumstances. In 2020, our franchisees paid between $47,170 and $79,800 in Initial Franchise Fees. For these sales, a discounted fee was given to franchisees that were either purchasing an existing HOODZ Business or purchasing an additional HOODZ Business. The remaining franchisees paid Initial Franchise Fees calculated by the formula disclosed in this Item.

C. Discounts

HOODZ is a member of the International Franchise Association (IFA) and participates in IFA's VetFran Program, which provides a 20% discount on the Standard Base Fee or Express Base Fee of the Initial Franchise Fee to veterans of the U.S. Armed Forces who have been honorably discharged and meet the requirements of the VetFran Program. This is only applicable for the first Franchise awarded to you by us or our affiliate(s).

We also offer a $2,500 discount on the Initial Franchise Fee on the first Territory to first responders, which include sworn police officers, paid and volunteer firefighters, and paid and volunteer emergency medical technicians and paramedics. This discount may not be used in conjunction with the Veteran discount. We reserve the right to require proof that the applicant qualifies for this discount. Express Territories are not eligible for any other discounts.

We may offer additional financing to those franchisees who meet our credit standards. Our financing is described in more detail in Item 10.

5.2 Initial Package Fee

You must also purchase from us a fixed initial package ("Initial Package") that will cost $19,900 (the "Initial Package Fee"). The Initial Package includes branded apparel, printed marketing materials including trademarked office supplies and stationery, tools and equipment, safety package, bid appointment setting allowance, and a Convention Allowance (as defined below)

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If you attend the first Convention that is scheduled to take place within one year of your successful completion of the Jumpstart Training Program and Business Manager and Technical Operations Training (as both are defined in Item 11 of this Disclosure Document) you will receive a $1,000 convention allowance (the "Convention Allowance"). The Convention Allowance is to be used primarily towards the registration fee, but any remaining balance may be applied towards travel, lodging and/or meals. This Convention Allowance will be rebated to you after you attend the first convention that is scheduled after your completion of the Jumpstart Training Program and Business Manager and Technical Operations Training. The Convention Allowance cannot be used to offset any other expenses or requirements associated with your HOODZ Business. If you miss your first annual convention, the convention allowance included in the Initial Package will be applied toward the Convention Non-Attendance Fee.

5.3 Initial Fees for Conversion Franchises

If you are an existing hood cleaning business that has grossed at least $100,000 in annual sales in your two (2) most recent fiscal years, then you may qualify to purchase a HOODZ Business as a conversion franchise ("Conversion Franchise"). To be eligible to purchase a Conversion Franchise, you must provide two (2) years' worth of tax returns (Form 1040 with schedule C, E, or F, Form 1065, Form 1120S, or Form 1120).

The Initial Franchise Fee for a Conversion Franchise will be shall be reduced according to the percentages shown in the chart below.

Conversion Tiers	Grossed Annual Sales	Discount on Initial Franchise Fee	Re-Branding Credit*
Tier One	$100,000 - $249,999	25%	$5,000
Tier Two	$250,000 - $499,999	35%	$10,000
Tier Three	$500,000 - $749,999	40%	$15,000
Tier Four	$750,000 - $999,999	50%	$20,000
Tier Five	$1,000,000+	60%	$25,000

*If you are eligible to purchase a Conversion Franchise, then you may also be eligible to receive a one-time re-branding credit ("Re-Branding Credit") that will be applied toward the cost of vehicle graphics and items from us, our vendors, or our affiliate(s) that must be used within six (6) months after signing the Franchise Agreement.

Depending on the types and condition of the equipment you already own, the Initial Package Fee may be reduced in our sole discretion. At minimum, you will be required to purchase the Logowear Package, Print Marketing Materials, & Convention Allowance for $2,500. We reserve the right to require Conversion Franchises to purchase a complete Initial Package if we deem it necessary. Conversion Franchises are not eligible for any other discounts to the Initial Franchise Fee.

5.4 Related Franchisee Package

If you are currently a franchisee in good standing, as determined by us, with of one of our franchising affiliates (a "Related Franchisee"), then you may qualify to purchase a HOODZ Business with a discounted Initial Franchise Fee. The Initial Franchise Fee is due upon signing a Franchise Agreement and are fully earned and non-refundable when paid. The Initial Franchise Fee for a Related Franchisee will be twenty-five percent (25%) off of the then-current Initial Franchise Fee, and such discounted fee is limited to up to two (2) Standard Franchises, which must be purchased at

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