

EXHIBIT 1
CONTINGENT ASSIGNMENT OF TELEPHONE NUMBERS

For value received, the undersigned ("Assignor") assigns, transfers and sets over to THE FILTA GROUP, INC. ("Franchisor") all of Assignor's right and title to and interest in and to those certain telephone numbers and regular, classified, or other telephone directory listings (collectively, the "**Telephone Numbers and Listings**") associated with the FILTA ENVIRONMENTAL KITCHEN SOLUTIONS® business operated by Assignor under its Franchise Agreement with Franchisor.

This assignment agreement (the "**Assignment**") is for collateral purposes only and, except as specified herein, Franchisor will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Franchisor notifies the telephone company and all listing agencies (collectively, "**Telephone Company**") to effectuate the Assignment.

Upon termination or expiration of the Franchise Agreement (without renewal or extension), Franchisor will have the right and is hereby empowered to effectuate the assignment of the Telephone Numbers and Listings. In such event, Assignor will have no further right, title, or interest in the Telephone Numbers and Listings. Notwithstanding the foregoing, Assignor will remain liable to the Telephone Company for all current and past due fees owed to the Telephone Company on or before the effective date of the Assignment.

Assignor acknowledges and agrees that upon termination or expiration of the Franchise Agreement (without renewal or extension), Franchisor will have the sole right to and interest in the Telephone Numbers and Listings, and Assignor appoints Franchisor as Assignor's true and lawful attorney-in-fact to direct the Telephone Company to assign the Telephone Numbers and Listings to Franchisor, and to execute such documents and take such actions as may be necessary to effectuate the Assignment. Upon the termination or expiration of the Franchise Agreement, Assignor will immediately notify the Telephone Company to assign the Telephone Numbers and Listings to Franchisor. Assignor also agrees not to utilize a call forwarding message referring to another number. If Assignor fails to promptly direct the Telephone Company to assign the Telephone Numbers and Listings to Franchisor, Franchisor will direct the Telephone Company to effectuate the assignment contemplated hereunder to Franchisor.

The parties agree that the Telephone Company may accept this Assignment as conclusive proof of Franchisor's exclusive rights in and to the Telephone Numbers and Listings upon the termination or expiration of the Franchise Agreement. If the Telephone Company requires that the parties execute the Telephone Company's assignment forms or other documentation at the time of termination or expiration, Franchisor's execution of such forms or documentation will effectuate Assignor's consent and agreement to the Assignment. The parties agree to perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the Assignment upon termination or expiration of the Franchise Agreement.

THE FILTA GROUP INC.

JOHN MICHALS

A handwritten signature in black ink, appearing to read "John Michals". It is written in a cursive style with a horizontal line underneath it.

By: Victor Clewes

Title: Chairman

EXHIBIT 2
TERMINATION FEE SCHEDULE

If You elect to terminate the Franchise in the following year of Your then-current Term:	The Termination Fee will be:
Year 1	The Service Fee multiplied by 25% of the number of Months remaining in the Term
Year 2	The Service Fee multiplied by 30% of the number of Months remaining in the Term
Year 3	The Service Fee multiplied by 35% of the number of Months remaining in the Term
Year 4	The Service Fee multiplied by 40% of the number of Months remaining in the Term
Year 5	The Service Fee multiplied by 45% of the number of Months remaining in the Term
Year 6	The Service Fee multiplied by 50% of the number of Months remaining in the Term
Year 7	The Service Fee multiplied by 55% of the number of Months remaining in the Term
Year 8	The Service Fee multiplied by 60% of the number of Months remaining in the Term
Year 9	The Service Fee multiplied by 65% of the number of Months remaining in the Term
Year 10	Zero

EXHIBIT 3

FILTABIO ADDENDUM TO THE FILTA ENVIRONMENTAL KITCHEN SOLUTIONS FRANCHISE AGREEMENT

This FiltaBio Addendum (the "Addendum") is entered into by THE FILTA GROUP, INC., a Delaware corporation ("Filta"), and JOHN MICHALS ("Franchisee" "You" or "Your"), on the date signed by Filta (the "Effective Date").

Background:

A. This Addendum amends and supplements the Filta Environmental Kitchen Solutions Franchise Agreement dated December 31, 2018, between You and Filta (the "Franchise Agreement").

B. Capitalized terms used but not defined in this Addendum have the same meaning as in the Franchise Agreement.

Agreement:

1. Purpose of Addendum.

To facilitate development of the business of collecting, storing, and selling waste cooking oil ("WVO") as a service under the Franchise Agreement (the "FiltaBio Service"); and

To give You a sales outlet for the WVO and provide for the aggregation of WVO from You and other Filta franchisees in order to a) leverage pricing of the WVO, and b) improve opportunities for consistent sales of the WVO.

2. Term

This Addendum will expire automatically on the date of termination, expiration, or non-renewal of the Franchise Agreement.

3. Designated Collector

Filta may enter into an agreement with a third party that will collect all WVO in Your possession, pursuant to the terms of this Addendum (the "Designated Collector"). If Filta has entered into an agreement with a Designated Collector, the contact information for the Designated Collector is included on the attached Schedule "A." If Filta changes Designated Collectors, Filta will notify

You in writing. The Procedure (section 4 of this Addendum) may be subject to change dependent upon a change in the Designated Collector.

4. Procedure

a. You agree to sell all WVO to Filta during the term of this Addendum, subject to the terms and conditions stated below except as otherwise agreed in writing with Filta.

b. You agree to collect, process and store all WVO from customers serviced by Your franchise and to telephone Filta at least once per week to report to Filta the volume, in gallons, of the WVO in Your possession. In reporting Your volume of WVO, You represent that You have the lawful right to all WVO that You have collected and that it has not been collected from bins outside the back of customer locations.

c. When Filta determines that the aggregate volume of all area franchisees' WVO reaches the capacity of an available truck, Filta will arrange to have the WVO collected. Your WVO may be combined with the WVO collected from other area franchisees to form a truckload. Filta or the Designated Collector will provide You with 48 hours' notice of the collection date.

d. In presenting the WVO for collection, You represent that the oil has less than 10% FFA and less than 3% MIU content (the "Quality Level"). You agree to send Filta samples of WVO from totes when requested prior to collection. In order to protect all parties and ensure quality, Filta or the Designated Collector may conduct tests before and after collection to determine whether the WVO meets the Quality Level. If WVO does not meet the Quality Level before collection, then Filta will advise You on methods to bring the WVO up to the Quality Level.

e. A collection receipt will be left onsite showing the date, time and volume of WVO collected at the time of collection. Within 48 hours of collection You will be notified by email of the rate to be paid for the WVO per the attached Schedule "B." If You have any objections to the rate or volume, You must send Filta an email within 24 hours of receipt of this notification describing the objection.

f. You acknowledge that if any truckload of WVO does not meet the Quality Level, the end purchaser may reduce the price it will pay for the WVO. In such a case, Filta or the Designated Collector will test all samples taken at collection from the franchisees who contributed WVO to the affected truckload. The franchisee(s) who provided the WVO not meeting the Quality Level will receive reduced payment for the WVO.

g. Subject to the paragraphs above, Filta will pay You for the WVO collected within fourteen days of the date purchased by the end buyer. Filta will pay You at the rate notified under Paragraph 4(e) above, unless reduced under Paragraph 4(f).

5. Treatment of Proceeds

Your receipts from the sale of WVO will constitute Gross Monthly Revenue under the Franchise Agreement and will be included in any calculation of Business Volume thereunder.

6. Authorization to Enter Franchisee's Property

If you elect to rent a storage unit, garage or warehouse facility to store waste oil and/or supplies, the facility must meet Filta's standards for accessibility to the facility by Filta or the Designated Collector. You agree to set up your WVO storage area in such a way that Filta or the Designated Collector has free access to it, including all necessary entry codes or keys. Franchisee grants Filta and the Designated Collector and all their employees, contractors and subcontractors the right and license to enter upon Franchisee's property to access the WVO storage area.

7. Franchisee's Rights in Case of Nonpayment

If Filta does not pay You for the WVO within 30 days of the date it is purchased by the end buyer, You must send written notice of nonpayment to Filta's Orlando office (Fax (407) 996-5551). Filta will have 10 business days from receipt of Your notice to deliver payment to You. If Filta does not deliver payment within this 10 business day period, You will have the right, on 30 days' written notice, to terminate Your obligation to sell WVO through the procedure in this Addendum. You may thereafter continue to collect, store, and sell waste oil under the FiltaBio name and mark, subject to the terms of the Franchise Agreement and the remaining terms of this Addendum.

8. Filta's Right to Suspend Program

If the market price of WVO should decline to the extent that Filta determines that performing under this Addendum is no longer economically or commercially feasible, Filta may suspend the parties' rights and obligations hereunder indefinitely by delivering written notice to Your place of business at least 10 business days before the suspension takes effect. During any period of suspension, You may continue to collect, store, and sell waste oil under the FiltaBio name and mark, subject to the terms of the Franchise Agreement and the remaining terms of this Addendum. If the market price of WVO recovers to

the extent that Filta determines that resuming performance under this Addendum is economically or commercially feasible, Filta may reinstitute the parties' rights and obligations hereunder by delivering written notice to Your place of business at least 10 business days before the suspension ends.

9. Confidentiality

You agree not to disclose any information about the terms of this Addendum, including the Schedules, to any person or entity who is not a party to this Addendum. Such information will be subject to all confidentiality obligations of Franchisee and its Owners, officers and managers under the Franchise Agreement and all related agreements with Filta.

10. Entire Agreement; Modification.

This Addendum is the final agreement between the parties on this matter and all prior discussions or representations about the Addendum are superseded and replaced by this Addendum. This Addendum may not be modified except by a writing signed by all parties.

11. Effect of Addendum.

Except as expressly modified by this Addendum, the terms of the Franchise Agreement, as amended, remain in full force and effect and are ratified and confirmed.

THE FILTA GROUP INC.

JOHN MICHALS



By: Victor Clewes

Title: Chairman

Schedule A

The Designated Collector under this Addendum is:

TBD

Schedule B

The Rate Paid per gallon to Franchisee is based upon the Monthly Volume of WVO collected and the Jacobsen Rate at the time of collection. The higher the Monthly Volume, the higher the percentage of Jacobsen paid.

Monthly Volume (gallons)	Rate Paid % Jacobsen
0-1,000	45%
1,001-1,500	50%
1,501-2,000	55%
2,001-2,500	60%
Over 2,500	65%

Descriptions and Examples

Jacobsen Rate

This Jacobsen Rate is an industry standard for pricing WVO and is published weekly on Filtanet or can be found at www.thejacobsen.com

Jacobsen works on regions. You are in the region defined by Jacobsen as: "To be decided"

The Jacobsen rate is defined in cents per pound. This amount is multiplied by 7.5 to give the price per Gallon.

Monthly Volume

Note: As the project grows, there may be many collections per month from Franchisee, and each collection may be of relatively low volume (for example 400 gal per week). The fairest way to work the pricing is to determine how much WVO Franchisee collects in a 30 day period and pay the rate accordingly. This is the "Monthly Volume."

The calculation to determine the Monthly Volume is:

Volume collected divided by the number of days since last collection multiplied by 30.

Example 1: if 1,500 gallons is collected and it has been 35 days since the last collection:

$$\text{Monthly Volume} = 1500 / 35 \times 30 = 1,286$$

Example 2: if 750 gallons is collected and it has been 15 days since the last collection:

$$\text{Monthly Volume} = 750 / 15 \times 30 = 1,500$$

EXHIBIT 4

[FOR FUTURE REFERENCE ONLY]

**FILTABIO 6K ADDENDUM TO THE
FILTA ENVIRONMENTAL KITCHEN SOLUTIONS FRANCHISE
AGREEMENT**

This FiltaBio 6K Addendum (the "Addendum") is entered into by THE FILTA GROUP, INC., a Delaware corporation ("Filta"), and FRANCHISEE. ("Franchisee" "You" or "Your"), on DATE (the "Effective Date").

Background:

A. This Addendum amends and supplements that certain Filta Environmental Kitchen Solutions Franchise Agreement between You and Filta, as amended (the "Franchise Agreement").

B. This Addendum supersedes and replaces any previous FiltaBio Addendum to the Franchise Agreement.

C. Capitalized terms used but not defined in this Addendum have the same meaning as in the Franchise Agreement.

Agreement:

1. Purpose of Addendum.

To facilitate development of the business of collecting, storing, and selling waste vegetable oil ("WVO") as a service under the Franchise Agreement (the "FiltaBio Service"); and

To give You a sales outlet for the WVO and provide for the aggregation of WVO from You to a) leverage pricing of the WVO, and b) improve opportunities for consistent sales of the WVO.

2. Term

This Addendum will expire automatically on the date of termination, expiration, or non-renewal of the Franchise Agreement.

3. Collector

Filta will enter into an agreement with a third party (the "Collector") to broker the sale of all WVO in Your possession, pursuant to the terms of this Addendum. Filta will use its best efforts and business judgment to negotiate with

available third parties to obtain the best available price for Your WVO based on market conditions in place at the time of sale. Filta may change the Collector at its sole and reasonable discretion, and if it deems it prudent to do so, may enter into an agreement with available third parties to sell future loads of WVO at a designated price.

4. Equipment and Financing

- a. You will purchase the following equipment from Filta:
 - i. Poly Tanks (quantity depends on warehouse layout and/or capacity of tanks)
 - ii. Tanker Gas Pump
 - iii. Electric Pumps (2)
 - iv. Berm(s)
 - v. Hoses (2" & 1 ¼")
 - vi. Fittings
 - vii. Couplings
 - viii. PVC Supplies
 - ix. Ball valves (2" & 1 ¼")
 - x. Straining System (Dumpster & Strainer)
 - xi. Additional Items as required
- b. You will pay for all costs related to the freight, transportation, delivery, installation and maintenance of the equipment at Your facility. If requested, Filta will loan You the money to pay for the foregoing equipment, and for the costs of the freight, transportation, delivery, and installation of the foregoing equipment at Your facility. Filta will provide You with a separate invoice that details all equipment that You will acquire and all costs that You will pay, and You agree to pay Filta the price that will be set forth on the invoice, pursuant to the payment terms on the attached Exhibit "A" (the "Equipment Loan").
- c. Immediately upon termination of this Addendum, You agree to completely dismantle all of the foregoing equipment so that it may not be used to store WVO, and to store the equipment in a safe place that is not accessible by members of the public.

5. Storage Facility

- a. You will acquire and maintain an enclosed storage facility, at Your cost, to store Your WVO. Your storage facility must have a minimum storage capacity for 6,850 gallons of WVO. You are

solely responsible for selecting and maintaining Your storage facility and all equipment therein so that it complies with all local, state and federal law and regulations of any kind.

- b. You will obtain and pay for all licenses, permits, and other governmental approvals, whether local, state or federal, that are necessary or required to install the equipment and operate Your WVO storage facility as described herein.

6. Procedure

a. You agree to sell all WVO to Filta during the term of this Addendum, subject to the terms and conditions stated below, except as otherwise agreed in writing with Filta. It is a material breach of this Addendum and the Franchise Agreement for You to sell Your WVO to any person or entity other than Filta. If You sell Your WVO to any person or entity other than the Filta, You will pay Filta liquidated damages calculated as: the number of pounds of WVO sold multiplied by the relevant Jacobsen rate in effect at the time of sale, plus ten cents per pound of WVO sold.

b. You agree to collect, process and store all WVO from customers serviced by Your franchise and to telephone Filta at least once per week to report to Filta the volume, in gallons, of the WVO in Your possession. In reporting Your volume of WVO, You represent that You have the lawful right to all WVO that You have collected and that it has not been collected from bins at customer locations.

c. When Filta determines that the aggregate volume of Your WVO reaches the approximate level of 6,000 gallons (a "truck load"), Filta will arrange to have the WVO collected. WVO collection request date must be a minimum of 7 business days prior to the collection date. Filta or the Collector will provide You with 48 hours' notice of the collection date. You or Your authorized representative must be personally present during the collection.

d. Scale tickets will be left onsite by the driver showing the date, time and volume of WVO collected at the time of collection. You will provide Filta copies of the empty scale ticket and loaded scale ticket immediately after the collection. Within 5 business days of collection You will be notified by email of the rate to be paid for the WVO per the attached Schedule "A." If You have any objections to the rate or volume, You must send Filta an email within 24 hours of receipt of this notification describing the objection, or the objection is waived. This procedure may be updated in the Manual and modified from time to time.

e. In presenting the WVO for collection, You represent that it has less than 10% FFA and less than 2% MIU content (the "Quality Level"). You

agree to install a Filta approved straining system. In order to protect all parties and ensure quality, Filta or the Collector may conduct tests before and/or after collection to determine whether the WVO meets the Quality Level. If the Collector or Filta finds that Your WVO does not meet the Quality Level, then You may be required to send samples of the WVO for testing to an independent 3rd party laboratory of Filta's choice. If it is determined by the lab that Your WVO does not meet the Quality Level, the cost of testing will be deducted from the collection proceeds.

f. You further acknowledge that if any truckload of WVO does not meet the Quality Level, the Collector may reduce the price it will pay Filta for the WVO, in which case, Filta will proportionally decrease the price it pays You for the WVO. If payment has already been made to you, an adjustment will be made on the next WVO collection.

g. Subject to the paragraphs above, Filta will pay You for the WVO collected within seven business days of the date Filta receives payment from the Collector, pursuant to the terms on the attached Exhibit "A."

7. Treatment of Proceeds

Your receipts from the sale of WVO will constitute Gross Monthly Revenue under the Franchise Agreement and will be included in any calculation of Business Volume thereunder.

8. Authorization to Enter Franchisee's Property

If you elect to rent a storage facility, garage or warehouse facility to store Your WVO and equipment, the facility must be accessible by the Collector. You agree to set up your WVO storage area in such a way that the Collector has free and direct access to it, including all necessary entry codes or methods to access the WVO. Franchisee grants Filta and the Collector and all their employees, contractors and subcontractors the right and license to enter upon Franchisee's property to access the WVO storage area.

9. Franchisee's Rights in Case of Nonpayment

If Filta does not pay Franchisee for the WVO within seven business days of the date Filta receives payment by the end buyer, Franchisee must send written notice of nonpayment to Filta's Orlando office (Fax (407) 996-5551). Filta shall have ten business days from receipt of Franchisee's notice to deliver payment to Franchisee. If Filta does not deliver payment to Franchisee within this ten day period, Franchisee will have the right, on 30 days' written notice, to terminate its obligation to sell WVO through the procedure in this Addendum. Franchisee thereafter may continue to collect, store, and sell waste oil under the

FiltaBio name and mark, subject to the terms of the Franchise Agreement and the remaining terms of this Addendum.

10. Filta's Right to Suspend Program

If the market price of WVO should decline to the extent that Filta determines that performing under this Addendum is no longer economically or commercially feasible, Filta may suspend the parties' rights and obligations hereunder indefinitely by delivering written notice to Franchisee's place of business, at least ten business days before the suspension takes effect. During any period of suspension, Franchisee may continue to collect, store, and sell waste oil under the FiltaBio name and mark, subject to the terms of the Franchise Agreement and the remaining terms of this Addendum. If the market price of WVO recovers to the extent that Filta determines that resuming performance under this Addendum is economically or commercially feasible, Filta may reinstitute the parties' rights and obligations hereunder by delivering written notice to Franchisee's place of business, at least ten business days before the suspension ends.

11. Confidentiality

Franchisee agrees that it will not disclose any information about the terms of this Addendum, including the Schedules, to any person or entity who is not a party to this Addendum. Such information will be subject to all confidentiality obligations of Franchisee and its Owners, officers and managers under the Franchise Agreement and all related agreements with Filta.

12. Entire Agreement; Modification.

This Addendum is the final agreement between the parties on this matter and all prior discussions or representations about the Addendum are superseded and replaced by this Addendum. This Addendum may not be modified except by a writing signed by all parties.

13. Effect of Addendum.

Except as expressly modified by this Addendum, the terms of the Franchise Agreement, as amended, remain in full force and effect and are ratified and confirmed.

Schedule A

1. Until Your Equipment Loan is paid in full, Filta will pay You 65% of the price that Filta obtains for the sale of Your WVO, less any reductions due to WVO that does not meet the Quality Level. 20% of the price that Filta obtains for the sale of Your WVO will be applied to pay down Your Equipment Loan.
2. Once Your Equipment Loan is paid in full, Filta will pay You 85% of the price that Filta obtains for the sale of Your WVO, less any reductions due to WVO that does not meet the Quality Level.
3. Until Your Equipment Loan is paid in full, Filta will pay 5% of the amount that Filta obtains for the sale of Your WVO toward payment of Your Equipment Loan. After Your Equipment Loan is paid in full, Filta will stop making these payments.
4. In the event that You fail to pay Filta any sum due to Filta under the Franchise Agreement within ten days of the date it is due, You agree that Filta may apply Your proceeds from the sale of WVO herein to pay said past due amounts.
5. If your Franchise Agreement and/or the 6K Addendum terminates while you still have an outstanding balance on the Equipment Loan, it will constitute a default of the Equipment Loan, and the entire remaining balance will be due and payable immediately.

EXHIBIT 5

FILTAGOLD ADDENDUM TO THE FILTA ENVIRONMENTAL KITCHEN SOLUTIONS FRANCHISE AGREEMENT

This FiltaGold Addendum (the "Addendum") is entered into by THE FILTA GROUP, INC., a Delaware corporation ("Filta"), and JOHN MICHALS ("Franchisee" "You" or "Your"), on December 31, 2018 (the "Effective Date").

Background:

A. *This Addendum amends and supplements the Filta Franchise Agreement dated December 31, 2018, between You and Filta, as amended (the "Franchise Agreement").*

B. *Capitalized terms used but not defined in this Addendum have the same meaning as in the Franchise Agreement.*

Agreement:

1. Purpose of Addendum.

To facilitate development of the business of the sale and delivery of new cooking oil (FiltaGold) as a service under the Franchise Agreement (the "FiltaGold Service").

2. Term

The term of this Addendum will expire automatically on the date of termination, expiration, or non-renewal of the Franchise Agreement.

3. Procedure

a. You will use Your best efforts to sell the FiltaGold Service to the customers of the Franchise. You may choose to sell cooking oil in either a boxed or bulk form or other forms as may be defined from time to time in the Manual.

b. As of the Effective Date, You may purchase new cooking oil from the vendor of your choice, but this is subject to change as provided in Paragraph 4.

4. Sole Source Supplier

You agree that Filta has the right to designate an approved vendor or vendors and to become the sole and exclusive supplier of cooking oil under this agreement as well as all products and equipment You use in the FiltaGold Service, except as Filta may otherwise agree in writing.

5. Compliance with Manual.

You will comply with all applicable sections of the Manual relating to the FiltaGold Service, including but not limited to equipment, accounting, reporting, compliance with laws and regulations, and the requirement that You have all equipment used in the metering or measuring of FiltaGold be legal for trade and be inspected and calibrated at least once per year (if so required), or such shorter period of time as may be required by applicable laws, statutes, codes, ordinances or regulations.

6. Treatment of Proceeds

Your receipts from the sale of FiltaGold will constitute Gross Monthly Revenue under the Franchise Agreement and will be included in any calculation of Business Volume thereunder.

7. Compliance with Food Regulations

You understand and acknowledge that Your customers will use cooking oil in the preparation of food provided to the public. Therefore, it is of the utmost importance that You comply with all applicable laws, codes, statutes, regulations and ordinances related to the transportation, storage, sale, and delivery of cooking oil whether federal, state or local. You further understand and acknowledge that if You violate the terms of this section, Filta may immediately terminate Your Franchise Agreement, as amended, by providing written notice to You.

8. FiltaGold Service Fee

While Filta does not, as of the Effective Date, charge an ongoing Service Fee on the sale of new cooking oil, Filta may do so in the future, by providing thirty (30) days written notice. The FiltaGold service fee will not exceed .035 cents per pound. You must pay the FiltaGold service fee, if applicable, at the same time and by the same method as the Service Fee.

9. Confidentiality

Franchisee agrees that it will not disclose any information about the terms of this Addendum, including any exhibits, to any person or entity who is not a

party to this Addendum. Such information will be subject to all confidentiality obligations of Franchisee and its Owners, officers and managers under the Franchise Agreement and all related agreements with Filta.

10. Entire Agreement; Modification.

This Addendum is the final agreement between the parties on this matter and all prior discussions or representations about the Addendum are superseded and replaced by this Addendum. This Addendum may not be modified except by a writing signed by all parties.

11. Effect of Addendum.

Except as expressly modified by this Addendum, the terms of the Franchise Agreement, as amended, remain in full force and effect and are ratified and confirmed.

THE FILTA GROUP INC.

JOHN MICHALS

A handwritten signature in black ink, appearing to read "JM", is placed over a horizontal line.

By: Victor Clewes

Title: Chairman

EXHIBIT 6

FILTADRRAIN ADDENDUM TO THE FILTA ENVIRONMENTAL KITCHEN SOLUTIONS FRANCHISE AGREEMENT

This FiltaDrain Addendum (the "Addendum") is entered into by THE FILTA GROUP, INC., a Delaware corporation ("Filta"), and JOHN MICHALS ("Franchisee" or "You"), on December 31, 2018 (the "Effective Date").

Background:

A. This Addendum amends and supplements the Filta Environmental Kitchen Solutions Franchise Agreement dated December 31, 2018 between You and Filta (the "Franchise Agreement").

B. Capitalized terms used but not defined in this Addendum have the same meaning as in the Franchise Agreement.

Agreement:

1. Purpose of Addendum.

To permit Franchisee to use the FiltaDrain and DrainFoam trade names and to provide a drain preventative maintenance service as a new service under the Franchise Agreement (the "FiltaDrain Service"). The FiltaDrain Service is currently a single service in which You perform drain foaming applications at the customer's location for a fee.

Filta may expand the FiltaDrain Service into additional service offerings for drain and chemical management. If so, these additional service offerings will be added to the Manual as approved services, and You will then have the option to offer these additional services, upon Your written notification to Filta.

The FiltaDrain Service is added to the definition of "Environmental Kitchen Solutions Services" as defined in the Franchise Agreement and added as an authorized service under the Franchise Agreement. You may not perform any other drain service unless approved in writing by Filta.

2. Equipment & Consumables

- a. You must purchase all FiltaDrain equipment and products from Filta or a Filta approved vendor/supplier. Filta may be the sole source provider of FiltaDrain products. Filta's prices are subject to change.
- b. If You perform the FiltaDrain Service with products that were not

purchased from Filta, You will be in default of the Franchise Agreement. Upon receipt of written notice of default for using unauthorized FiltaDrain products, You will have seven (7) calendar days to cure the default, or Your Franchise Agreement may be terminated.

- c. Filta will have the right to revoke Your territorial exclusivity under the Franchise Agreement for the FiltaDrain Service if You do not purchase a minimum of 25 boxes of FiltaDrain solution per year per MFU that You have in operation in your Environmental Kitchen Solutions business.

3. Pricing & Procedures

- a. You will determine the appropriate pricing for the FiltaDrain Service. You acknowledge that certain NCA, chain and other customers may impose limitations on pricing or other conditions related to the FiltaDrain Service that You will have to follow.
- b. You agree to follow all standards and operational procedures for the FiltaDrain Service as outlined in the Manual from time to time. You acknowledge that Filta may impose new standards and procedures to prevent disruption of delivery of other Environmental Kitchen Solutions Services, to preserve or enhance the efficiency of route management, and for other legitimate business reasons. Without limiting the foregoing, Filta has the right to restrict the FiltaDrain Service to kitchens and/or to require the FiltaDrain Service to be provided from a separate van or separate service route.
- c. Your receipts from the sale of the FiltaDrain Service will constitute Gross Monthly Revenue under the Franchise Agreement and will be included in any calculation of Business Volume thereunder.
- d. The FiltaDrain Service is not subject to any additional fees or specific royalty payments as of the Effective Date, but Filta reserves the right to charge a service fee in the future by giving written notice to franchisees.

4. General Release.

You, on behalf of Yourself and Your members, officers, directors, shareholders, employees, partners, contractors, heirs, successors and assigns, do hereby release, cancel, acquit, forgive and forever discharge Filta and each of its predecessors, parent corporations, holding companies, subsidiaries, affiliates, divisions, heirs, successors and assigns, and all of their officers, directors, shareholders and employees from any and all actions, claims, suits, agreements, demands, damages, obligations, liabilities, judgments, controversies, executions

and proceedings both at law and in equity of any kind or nature whatsoever, from the beginning of the world through the date You sign this Agreement, whether known or unknown, fixed or contingent.

5. Confidentiality

You agree not to disclose any information about the terms of this Addendum, including the Schedules, to any person or entity who is not a party to this Addendum. Such information will be subject to all confidentiality obligations of Franchisee and its Owners, officers and managers under the Franchise Agreement and all related agreements with Filta.

6. Entire Agreement; Modification

This Addendum is the final agreement between the parties on this matter and all prior discussions or representations about the Addendum are superseded and replaced by this Addendum. This Addendum may not be modified except by a writing signed by all parties.

7. Effect of Addendum.

Except as expressly modified by this Addendum, the terms of the Franchise Agreement remain in full force and effect and are ratified and confirmed.

THE FILTA GROUP INC.

JOHN MICHALS



By: Victor Clewes

Title: Chairman

EXHIBIT 7

ADDENDUM TO FILTA ENVIRONMENTAL KITCHEN SOLUTIONS FRANCHISE AGREEMENT

This Addendum (the "Addendum") is entered into on December 31, 2018 (the "Effective Date"), between THE FILTA GROUP, INC., a Delaware corporation ("Filta"), and JOHN MICHALS ("Franchisee" or "You").

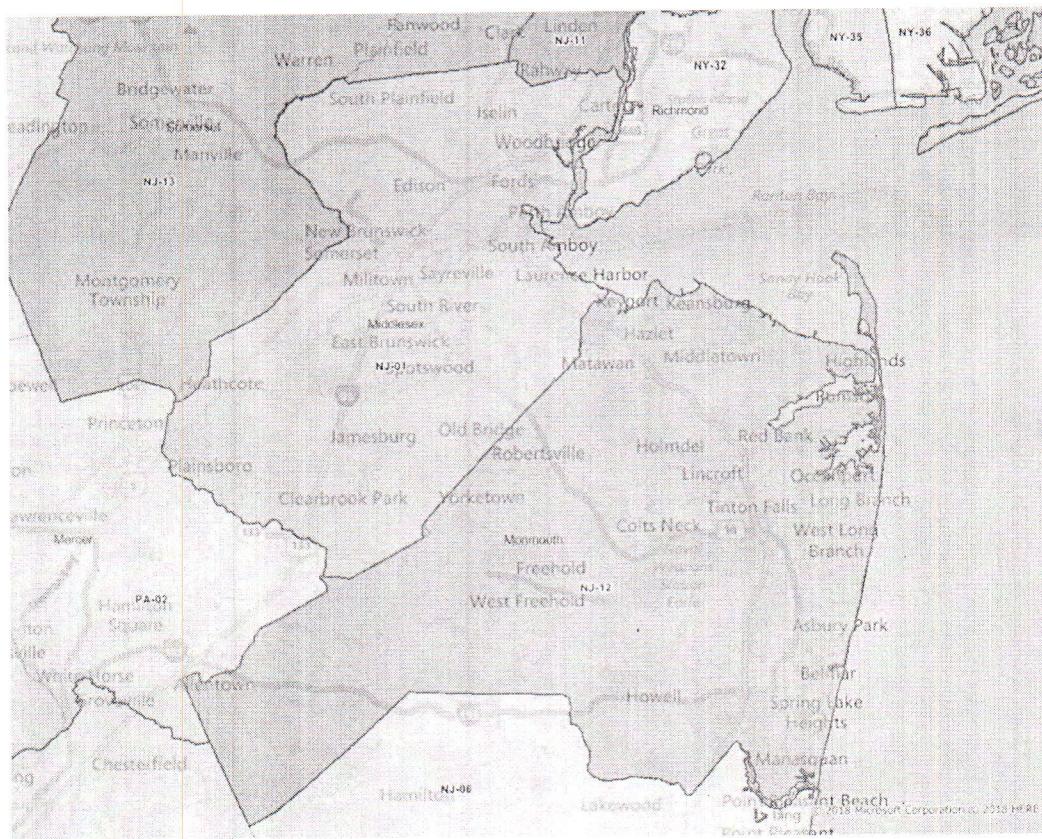
Background

A. This Addendum amends and supplements the Filta Environmental Kitchen Solutions Franchise Agreement entered into on December 31, 2018 between Filta and Franchisee (the "Franchise Agreement").

B. Capitalized terms used but not defined in this Addendum have the same meaning as in the Franchise Agreement.

Agreement

1. Territory
 - a. Franchisee is purchasing the NJ-07 and NJ-10 Territories
 - b. The total Franchise Fee for the two Territories is \$39,950
2. Filta will remove the NJ-01 and NJ-12 (map below) from the list of Available Territories for a period of 1 year from the Start Date. The total Franchise Fee for NJ-01 and NJ-12 will be \$39,950. Franchisee will pay \$15,000 down on the Territories at final funding. The remaining \$24,950 will be due at the 1 year anniversary of the Start Date. If Franchisee elects not to complete the purchase, the \$15,000 down payment will be forfeited and both Territories will be placed back on the Filta list of Available Territories. It is understood that Franchisee will not prospect or operate in these Territories unless the purchase is completed.
3. Section 3 – at the end of the final term, the parties agree that so long as the franchisee has satisfied the conditions of renewal, another renewal agreement will be added with terms no less favorable than that of the expiring term.
4. This Addendum gives notice that the Territories being purchased have had prior ownership. You enter into the Franchise Agreement with full knowledge of this prior territory ownership and waive any rights against Filta in this respect.



All other terms and condition under the Agreement remain in full force and effect.

Effect of Addendum. This Addendum constitutes an integral part of the Franchise Agreement with respect to each Territory. Except as expressly modified and supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed. Any disputes relating to this Addendum will be subject to the governing law and forum selection provisions of the Franchise Agreement.

THE FILTA GROUP INC.

JOHN MICHALS

By: Victor Clewes

Title: Chairman