DOC ID ----> 202331003042

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/06/2023	202331003042	SUBSEQUENT AGENT APPOINTMENT (LSA)	25.00				0

Receipt

This is not a bill. Please do not remit payment.

MARTIN JACOB HORNSBY
11480 US HIGHWAY 36
#35
MARYSVILLE, OH, 43040

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

1444551

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

SPARKLING IMAGE, LLC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
SUBSEQUENT AGENT APPOINTMENT	**202331003042**

Effective Date: 11/06/2023

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 6th day of November, A.D. 2023.

Ohio Secretary of State

DOC ID ----> 202331003042

Form 521 Prescribed by:

Frank LaRose
Ohio Secretary of State

Date Electronically Filed: 11/6/2023

Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Statutory Agent Update
Filing Fee: $25
Form Must Be Typed

(CHECK ONLY ONE(1) BOX)

(1) Subsequent Appointment of Agent

- ☐ Corp (165-AGS)
- ☐ LP (165-AGS)
- ☑ LLC (171-LSA)
- ☐ Business Trust (171-LSA)
- ☐ Real Estate Investment Trust (171-LSA)

(2) Change of Address of an Agent

- ☐ Corp (145-AGA)
- ☐ LP (145-AGA)
- ☐ LLC (144-LAD)
- ☐ Business Trust (144-LAD)
- ☐ Real Estate Investment Trust (144-LAD)

(3) Resignation of Agent

- ☐ Corp (155-AGR)
- ☐ LP (155-AGR)
- ☐ LLC (153-LAG)
- ☐ Partnership (153-LAG)
- ☐ Business Trust (153-LAG)
- ☐ Real Estate Investment Trust (153-LAG)

Name of Entity: SPARKLING IMAGE, LLC.

Charter, License or Registration No.: 1444551

Name of Current Agent: CRAIG E. HORNSBY

Complete the information in this section if box (1) is checked

Name and Address of New Agent

MARTIN HORNSBY
Name of Agent

700 W 8TH ST
Mailing Address

MARYSVILLE
City

OH
State

43040
ZIP Code

Complete the information in this section if box (1) is checked and business is an Ohio entity or Foreign LLC

ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned, MARTIN HORNSBY (Name of Agent), named herein as the

statutory agent for SPARKLING IMAGE, LLC. (Name of Business Entity), hereby acknowledges

and accepts the appointment of statutory agent for said entity.

Signature: MARTIN HORNSBY

Individual Agent's Signature/Signature on behalf of Business Serving as Agent

Complete the information in this section if box (2) is checked

New Address of Agent

Mailing Address

City | OH (State) | ZIP Code

Complete the information in this section if box (3) is checked

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

City | State | Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Agent update must be signed by an authorized representative (see instructions for specific information).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

CRAIG HORNSBY
Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

DOC ID ----> 202331003042

COVERALL NORTH AMERICA, INC.
CONSENT TO TRANSFER OF INTEREST IN JANITORIAL FRANCHISED BUSINESS

Agreement made this 8th day of September, 2013, by and between Coverall North America, Inc. dba Coverall of Columbus ("Coverall"), Sparkling Image LLC *[Insert name of Corporation/Limited Liability Company]* ("Franchisee") Franchise #114-F391, and Craig Hornsby *[Shareholder or Member leaving]* ("Principal").

Recitals

Franchisee executed a Janitorial Franchise Agreement and related documents (the "Franchise Agreement") with Coverall North America, Inc. on 10/30/03 *[Date of original franchise agreement]*.

Principal has decided to sever his [her] relationship with Franchisee, and has assigned all of his [her] interest in the Franchise Agreement to Franchisee.

Coverall consents to the assignment upon the terms and conditions of this Agreement.

Agreement

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated in this Agreement as though fully set forth, the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Coverall, Franchisee, and Principal agree as follows:

1. **Transfer Date**. The date of this Agreement shall be the effective date of the assignment of the Franchise Agreement by Principal.

2. **Acceptance of Terms and Conditions of Franchise Agreement.** Franchisee accepts and reaffirms all of the obligations imposed by the Franchise Agreement executed by him [her] on 10/30/03 *[Date of this Agreement]*.

3. **Consent to Transfer.** Coverall consents to the assignment by Principal to Franchisee.

4. **GENERAL RELEASE OF CLAIMS.** Franchisee and Principal, on behalf of itself and its current and former agents, principals, employees, representatives, attorneys, accountants, and successors and assigns, hereby releases Coverall and its current and former members, agents, principals, officers, directors, shareholders, employees, representatives, attorneys, accountants, subsidiaries, divisions, predecessors, and successors and assigns, of and from any and all manner of obligation, debt, liability, tort, covenant, contract, agreement, undertaking, and account, and any and all claims or causes of action, statutory or common law, that Franchisee and Principal had, has, or may have, through the date of this Agreement, known or unknown, including but not limited to any and all claims or causes of action arising under or related to whatever rights and claims Franchisee and Principal had, has, or may have under your State's Wage and Hour Laws (the "Released Claims"), excepting only Coverall's prospective

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obligations under the Franchisee's Janitorial Franchise Agreement. Franchisee and Principal warrant and represent that it has not assigned or otherwise transferred any claim or cause of action released by this Paragraph. Franchisee and Principal further warrant and represent that it is not the subject of any bankruptcy proceeding. Franchisee and Principal acknowledge and agree that it may hereafter discover facts different from, or in addition to, those facts known to it, or which it now believes to be true with respect to the Released Claims. Franchisee and Principal nevertheless agree that the release set forth in this Agreement has been negotiated and agreed on that it is intended to include and does include in its effect, without limitation, all claims which Franchisee does not know or suspect to exist in its favor, and that this release expressly contemplates the extinguishment of all such claims.

5. **General Release/Coverall**. Except for the rights, obligations and responsibilities of Principal under this Agreement and the surviving provisions of the Franchise Agreement, Coverall, on its own behalf and on behalf of its representatives, attorneys, employees, agents, officers, directors, shareholders, successors, assigns, and owned, controlled and/or affiliated companies or other business organizations, as the case may be, does hereby, remise, release and forever discharge Principal, Principal's heirs, executors, administrators, representatives, attorneys, employees, agents, successors and assigns of and from all manner of actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, liabilities, agreements, promises, variances, trespasses, damages, judgments, executions claims and demands, costs and expenses (including attorney's fees), whatsoever, in law or in equity, whether they are presently known or unknown or suspected or unsuspected, whether liquidated, fixed or contingent, developed or undeveloped, or direct or indirect, and particularly, without limiting the generality of the foregoing, as any of the foregoing may relate to or arise from their relationship, which Coverall now has or may have against Principal.

6. **Indemnity.** Franchisee agrees to indemnify and hold harmless Coverall from any claims that may arise on account of Coverall's consent to this Transfer, including but not limited to, claims by Principal to the proceeds of any distribution made by Coverall to Franchisee subsequent to the execution of this Consent. Indemnity shall include but not be limited to damage awards, amounts paid in settlement of any claim, attorneys' fees and costs.

7. **Acknowledgment**. Franchisee acknowledges that subsequent to the execution of this Consent that Franchisee shall be solely liable to Coverall for all of the obligations imposed by the Franchise Agreement, including but not limited to the following present financial obligations:

   A. The sum remaining due to Coverall for the Franchise Fee in the amount of $_____, plus interest;

   B. The sum remaining due to Coverall for Additional Business purchased in the amount of $ 875.26 , plus interest; and

   C. The sum remaining due to Coverall for purchases of equipment, for advances and supplies in the amount of $_____, plus interest.

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8. **Arbitration.** Except as otherwise provided in this Agreement or the Franchise Agreement, all controversies, disputes or claims between Coverall, its officers, directors, agents and/or employees (in their respective capacities), Franchisee (and Franchisee's owners, officers, directors, agents and/or employees and/or any guarantors of this Agreement or the Franchise Agreement), and Principal arising out of or related to this Agreement or the Franchise Agreement or the validity of this Agreement or the Franchise Agreement or any provision thereof (including this arbitration agreement, the validity and scope of which Coverall, Franchisee, and Principal acknowledge and agree is to be determined by an arbitrator, not a court), any related agreement between the parties or the validity thereof, the relationship of the parties hereunder or under any related agreement between the parties, and/or any specification, standard or operating procedure of Coverall, including those set forth in the Franchise Owner's Policies and Procedures Manual referenced in the Franchise Agreement, shall be submitted promptly for binding arbitration in accordance with the provisions of the Franchise Agreement relating to Dispute Resolution.

IN WITNESS WHEREOF, Coverall, Franchisee and Principal have executed this Agreement on the date first written above.

Coverall North America, Inc.

By _____
Its Authorized Representative

Franchisee

_____
Its Authorized Representative

Principal

_____
Individually

DOC ID ----> 202331003042

521m 521 Prescribed by:

Frank LaRose
Ohio Secretary of State

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Signature: MARTIN HORNSBY

Individual Agent's Signature/Signature on behalf of Business Serving as Agent

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New Address of Agent

Mailing Address

City | OH (State) | ZIP Code

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CRAIG HORNSBY

Signature

By (if applicable)

Craig Hornsby

Print Name

Signature

By (if applicable)

Print Name