

FRANCHISE DISCLOSURE DOCUMENT

OF

GRANITE GARAGE FLOORS FRANCHISING, LLC

FRANCHISE DISCLOSURE DOCUMENT

Granite Garage Floors Franchising, LLC
a Georgia limited liability company
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Cleveland, OH 44110
Phone: (888) 508-7686
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Website: www.granitegaragefloors.com

We offer franchises that sell, market and install residential garage floor coating systems under the Granite Garage Floors names and logo and any other marks we may license to you.

The total investment necessary to begin operation of a Granite Garage Floors franchise ranges from $149,500 to $222,200. This includes from $50,000 to $50,500 that must be paid to Franchisor or an affiliate.

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 or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Kelli Schroeder, 17700 St. Clair Avenue, Cleveland, Ohio 44110, telephone (617) 997-4729. The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

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

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

Issuance Date: April 10, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
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 C 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 Granite Garage Floors 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 Granite Garage Floors franchisee?	Item 20 or Exhibit F 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.

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 E.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation and arbitration in the state where the franchisor's principal office is located, (currently Ohio) and/or litigation in Ohio. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in this state than in your own state.

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

3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

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

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.

NOTICE MANDATED BY SECTION 8 OF MICHIGAN'S FRANCHISE INVESTMENT ACT

The following is applicable to you if you are a Michigan resident or your franchise will be located in 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.

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years; and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service Marks, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(h) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

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

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

(iii) 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.

(i) 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 franchisee 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 franchisee 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).

(j) 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 there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this Notice shall be directed to the Michigan Department of Attorney General, Corporate Oversight Division, ATTN: Franchise Section, 525 West Ottawa Street, G. Mennen Williams Building, 5th Floor, Lansing, Michigan 48913, (517) 335-7567.

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

To simplify the language in this Disclosure Document, "we," "us," "our," "Granite Garage Floors," "GGF," or "Franchisor" means Granite Garage Floors Franchising, LLC, the franchisor. "You," "your," or "Franchisee" means the purchaser of a franchise. If the purchaser of a franchise is a partnership, corporation, limited liability company, or any other type of entity (collectively, an "Entity"), "you" means both the purchaser and its partners, shareholders, members, or other owners of a legal and/or beneficial interest in the Entity (collectively, "Owners"). If you are an Entity, your "Operating Principal" must be an individual Owner who you must appoint who will have authority over all business decisions related to your franchise and will have the power to bind you in all dealings with us.

Franchisor

We are a Georgia limited liability company formed on June 21, 2013. We do not do business under any name other than Granite Garage Floors Franchising, LLC. Our principal place of business is located at 17700 Saint Clair Avenue, Cleveland, OH, 44110. Our agents for service of process are listed in Exhibit E.

We began offering franchises to open and operate businesses to sell, market and install or refurbish concrete garage floors with an epoxy coating system ("Services") under the Granite Garage Floors marks in 2013. As of December 31, 2025 we had 57 franchise locations.

We have never offered any other franchises in any other line of business. We do not conduct any other business activities.

Parent

On May 13, 2022 all of our membership interests were acquired by Threshold Brands, LLC ("Threshold Brands"). Threshold Brands maintains its principal place of business at 17700 St. Clair Avenue, Cleveland, Ohio, 44110. Threshold Brands is a wholly owned subsidiary of HS Group Holding Company, LLC ("HSGH"). HSGH maintains its principal place of business at 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, New York 10111.

HSGH is majority owned through various holding companies by Riverside Micro-Cap Fund V-A, L.P., which maintains its principal place of business at 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111 and RMCF V AIV I, L.P., which maintains its principal place of business at 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111. Each of Riverside Micro-Cap Fund V-A, L.P. and RMCF V AIV I, L.P. are managed by The Riverside Company, a global private equity firm focused on investing in and acquiring growing businesses and it maintains its principal business address at 45 Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, NY 10111.

The Riverside Company, through various private equity funds and holding companies, also manages the following companies which, in turn, directly or indirectly control the following companies that offer franchises in the United States and Canada:

EverSmith Brands Holding Company ("Eversmith") has a principal place of business at 6700 Forum Drive, Suite 150, Orlando, FL 32821. Eversmith directly or indirectly controls the following companies offering franchises in the United States and Canada:

1 TOM Plumber Global LLC ("1 Tom") has offered franchises under the mark "1-Tom-Plumber" since October 2020. 1 Tom's principal business address is 6700 Forum Drive, Suite 150, Orlando, FL 32821. A 1 Tom franchise offers emergency plumbing services and repairs at commercial and residential properties. As of December 31, 2025, 1 Tom had 56 franchises operating in the United States.

U.S. Lawns, Inc. ("U.S. Lawns") has offered franchises under the mark "U.S. Lawns" since August 1986. U.S. Lawns' principal business address is 6700 Forum Drive, Suite 150, Orlando, FL 32821. A U.S. Lawns franchise offers outdoor commercial property and landscaping services. As of December 31, 2025, U.S. Lawns had 208 franchises operating in the United States.

milliCare Franchising, LLC ("milliCare") and its predecessors have offered franchises since January 2011. milliCare's principal business address is 1515 Mockingbird Lane, Suite 410, Charlotte, NC 28209. A milliCare franchise offers cleaning and maintenance of floor coverings and interior finishes and related services under the mark "milliCare Floor & Textile Care." As of December 31, 2025, milliCare had 48 franchises operating in the United States and 9 international franchises.

Kitchen Guard Franchising, Inc. ("Kitchen Guard") has offered franchises since August 2023. Kitchen Guard's principal business address is 1515 Mockingbird Lane, Suite 410, Charlotte, NC 28209. A Kitchen Guard franchise offers commercial kitchen exhaust system cleaning, inspection, maintenance, and restoration services. As of December 31, 2025, Kitchen Guard had 38 franchises operating in the United States.

Restoration Specialties Franchise Group, LLC ("Prism Specialties") has offered franchises since April 2012 and in September 2021 the franchises have operated under the mark "Prism Specialties." Prism Specialties' principal business address is 6700 Forum Drive, Suite 150, Orlando, FL 32821. A Prism Specialties franchise offers electronic, art, textile, and document recovery, repair, and restoration services. As of December 31, 2025, Prism Specialties had 90 franchisees operating in the United States.

The Seals Franchising, LLC ("The Seals") has offered franchises since August 2019. The Seals' principal business address is 6700 Forum Drive, Suite 150, Orlando, FL 32821. A The Seals franchise offers the sale and installation of gaskets for refrigeration door units, freezer doors, oven doors, hardware and cutting boards. As of December 31, 2025, The Seals had 6 franchises operating in the United States.

TruServe Groundscare, Inc. ("TruServe") and its affiliate and predecessor have offered franchises under the mark "Clintar Commercial Outdoor Services" since 1982. TruServe's principal business address is 200 Cachet Wood Court, Unit 119, Markham, ON, Canada L6C 0Z8. A Clintar Commercial Outdoor Services franchise offers outdoor commercial property services. As of December 31, 2025, TruServe had 21 franchises operating in Canada.

Evive Brands, LLC ("Evive") has a principal place of business at 8100 E. Indian School Road, Suite 201, Scottsdale, Arizona 85251. Evive directly or indirectly controls the following companies offering franchises in the United States:

ALL Franchising, LLC ("ALL") and its predecessors have offered franchises under the mark "Assisted Living Locators" since May 2006. ALL's principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. An Assisted Living Locators franchise assists seniors and their families in locating assisted living facilities, memory care communities, nursing homes, senior care homes and independent living senior communities. As of December 31, 2025, ALL had 171 franchises operating in the United States.

B & P Burke, LLC ("B&P") has offered franchises under the mark "Grasons" since May 2014. B&P's principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. A Grasons franchise offers estate sale and business liquidation services. As of December 31, 2025, B&P had 69 franchises operating in the United States.

Brothers Parsons Franchising LLC ("Brothers") and its predecessor have offered franchises under the mark "The Brothers that just do Gutters" since July 2015. Brothers' principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. A "The Brothers that just do Gutters" franchise provides gutter installation, maintenance, cleaning, repair, and related services and products. As of December 31, 2025, Brothers had 401 franchises operating in the United States.

Executive Home Care Franchising, LLC ("Executive Care") has offered franchises under the mark "Executive Home Care" since June 2013. Executive Care's principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. An Executive Home Care franchise offers in-home comprehensive care and medical services to home care clients, and supplemental healthcare staffing services to institutional clients. As of December 31, 2025, Executive Care had 79 franchises operating in the United States.

MB Franchise Holdings, Inc. ("MB") and its predecessors have offered franchises under the mark "Maid Brigade" since June 1984. MB's principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. A Maid Brigade franchise provides supervised team cleaning services to home and light commercial offices and related services and products. As of December 31, 2025, MB had 286 franchises operating in the United States.

Pacific Lawn Sprinklers Franchise LLC ("Pacific Lawn") and its predecessors have offered franchises under the "Pacific Lawn Sprinklers" marks since November 2023. Pacific Lawn's principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. A Pacific Lawn franchise provides installation and maintenance services. As of December 31, 2025, Pacific Lawn had 71 franchises operating in the United States.

Shine Development LLC ("Shine") and its predecessors have offered franchises under the "Shine" marks since March 2012. Shine's principal business address is 8100 E. Indian School Road, Suite 201, Scottsdale, AZ 85251. A Shine franchise offers residential and commercial window cleaning, pressure washing, house detailing, and holiday and outdoor

lighting services. As of December 31, 2025, Shine had 77 franchises operating in the United States.

BCC Services Intermediate Holding Company d/b/a Head to Toe Brands ("HTB") has a principal place of business at 550 Reserve Street, Suite 380, Southlake, Texas 76092. HTB directly or indirectly controls the following companies offering franchises in the United States:

BCC Franchising, LLC ("BCC") and its predecessor have offered franchises since March 2007 under the mark "Bishops". BCC's principal business address is 550 Reserve Street, Suite 380, Southlake, TX 76092. A Bishops franchise offers haircuts, coloring, and barber services. As of December 31, 2025, BCC had 40 franchises operating in the United States.

Crown Extension Bar, LLC ("Crown") has offered franchises since December 2025 under the mark "Delta Crown." Crown's principal business address is 550 Reserve Street, Suite 380, Southlake, TX 76092. A Delta Crown franchise offers semi-permanent hair extensions and hair extension related salon services. As of December 31, 2025, Crown had 1 franchise operating in the United States.

Frenchies, LLC ("Frenchies") has offered franchises under the mark "Frenchies Modern Nail Care" since April 2015. Frenchies' principal business address is 550 Reserve Street, Suite 380, Southlake, TX 76092. A Frenchies Modern Nail Care franchise offers hand and foot care. As of December 31, 2025, Frenchies had 26 franchisees operating in the United States.

The Lash Franchise Holdings, LLC ("Lash") and its predecessor has offered franchises under the mark "Lash Lounge" since March 2010. Lash's principal business address is 550 Reserve Street, Suite 380, Southlake, TX 76092. A Lash Lounge franchise offers permanent and temporary eyelash and eyebrow extensions and other eye enhancing services. As of December 31, 2025, Lash had 131 Lash Lounge franchises operating in the United States.

Best Life Brands, LLC ("Best Life") has a principal place of business at 900 Wilshire Drive, Suite 102, Troy, MI 48084-1600. Best Life directly or indirectly controls the following companies offering franchises in the United States:

Blue Moon Franchise Systems, LLC ("Blue Moon") has offered franchises under the mark "Blue Moon Estate Sales" since August 2013. Blue Moon's principal business address is 900 Wilshire Drive, Suite 102, Troy, MI 48084. A Blue Moon franchise sells personal property and provides consignment sales for those who are downsizing, relocating, or are deceased. As of December 31, 2025, Blue Moon had 136 franchises in operation in the United States.

Boost Franchise Systems, LLC ("Boost") has offered franchises under the mark "Boost Home Healthcare" since July 2021. Boost's principal business address is 900 Wilshire Drive, Suite 102, Troy, MI 48084. A Boost franchise offers intermittent care ordered by a doctor and performed by a home health aide and other licensed healthcare providers to patients of all ages with acute and chronic long term complex health conditions within the patient's residence or within health care facilities. As of December 31, 2025, Boost had 3 franchises in operation in the United States.

CarePatrol Franchise Systems, LLC ("CarePatrol") whose principal place of business is 900 Wilshire Dr., Suite 102, Troy, MI 48084-1600. Since April 2009, CarePatrol has offered franchises that provide referral and senior placement services under the CarePatrol name. At various times since 2012, CarePatrol has also sold four area representative franchisees in selected areas. As of December 31, 2025, CarePatrol had 215 Care Patrol franchises operating in the United States and 2 in Canada.

ComForCare Franchise Systems, LLC ("ComForCare") whose principal place of business is 900 Wilshire Drive, Suite 102, Troy, MI 48084. Since April 2001, ComForCare has offered franchises which provide (i) companionship and personal/domestic care services, and other special needs services, primarily on a non-medical basis, for seniors and people of all ages so that they may remain in their residences, (ii) supplemental healthcare staffing services for persons who need this kind of assistance in their home or a facility in which they reside, and (iii) private duty nursing services (extended hourly nursing care for the treatment of medical ailments, Non-Medicare). As of December 31, 2025, ComForCare had 270 franchises operating in the United States and 19 in Canada.

Next Day Access, LLC ("Next Day") whose principal place of business is 900 Wilshire Dr., Suite 102, Troy, MI 48084-1600. Since March 2012, Next Day has offered franchises that engage in the sale and rental of ramps, additional related products, and accessories that enhance the quality of life of physically disabled or challenged persons. As of December 31, 2025, Next Day had 91 franchises operating in the United States and 1 in Canada.

As there is no common control between the franchisors of the brands above and us, these companies are not considered our affiliates required to be disclosed in Item 1. We have disclosed the franchisors of the brands above because they are owned in whole or in part by investment funds managed by The Riverside Company, which also manages the investment fund or funds that own our majority owner, HSGH.

Predecessors

We have no predecessors.

Affiliates

Threshold Brands, our immediate parent company, is also the parent company of our affiliates disclosed below.

Our affiliate MaidPro Franchise, LLC ("MaidPro"), is a franchisor of businesses providing residential and commercial cleaning and other related services to individuals and businesses. Its principal business address is 17700 St. Clair Avenue, Cleveland, Ohio, 44110. MaidPro has been offering residential and commercial cleaning service franchises since February 1997. As of December 31, 2025 it had 255 franchised locations in the United States and 14 franchised locations in Canada.

Our affiliate Men In Kilts US, LLC ("MIK"), is a franchisor of businesses providing window cleaning, gutter cleaning, pressure washing, siding cleaning, snow removal and other related services. MIK's principal business address is 17700 St. Clair Avenue, Cleveland, Ohio, 44110. MIK began offering franchises in March, 2019 and as of December 31, 2025 had 27 franchises in the United States.

Our affiliate Men In Kilts Canada Inc. ("MIK Canada"), is the franchisor of the Men In Kilts brand in Canada. Its principal business address is 17700 St. Clair Avenue, Cleveland, Ohio, 44110. MIK Canada through its predecessor has been offering Men In Kilts franchises since 2011 and as of December 31, 2025 had 20 Men In Kilts franchises in Canada.

Our affiliate Pestmaster Franchise Network, LLC ("Pestmaster"), is a franchisor of businesses providing structural and agricultural pest control, termite control, weed control and maintenance services to residential, commercial and government customers. Pestmaster's principal business address is 4750 Longley Lane, Suite 210, Reno, NV 89502. Pestmaster through its predecessor has been offering franchises since June 1991 and as of December 31, 2025 had 75 franchises in the United States.

Our affiliate USA Insulation Franchise, LLC is a franchisor of businesses that offer and sell an array of insulation products and services, evaluate clients' insulation needs, and install insulation products at customers' properties. Its principal business address is 17700 Saint Clair Avenue, Cleveland, Ohio 44110. It has been offering franchises since March 2006 and as of December 31, 2025 had 96 franchises in the United States.

Our affiliate PHP Franchise, LLC ("PHP"), is a franchisor of businesses providing residential plumbing and related services under the Plumbing Paramedics mark and businesses providing residential heating and air conditioning services under the Heating & Air Paramedics mark. Its principal place of business is 17700 St. Clair Avenue, Cleveland, Ohio, 44110. Beginning in November 2021, PHP began offering Plumbing Paramedics and Heating & Air Paramedics franchises. As of December 31, 2025 it had 15 Plumbing Paramedics franchises and 22 Heating & Air Paramedics franchises.

Our affiliate Sir Grout Franchising, LLC ("Sir Grout"), is a franchisor of businesses providing grout and tile cleaning, sealing, caulking and restoration services as well as other services. Its principal business address is 17700 Saint Clair Avenue, Cleveland, Ohio 44110. Sir Grout has been offering franchises since August 2007 and as of December 31, 2025 had 91 franchises.

Our affiliate Mold Medics Franchising LLC is a franchisor of businesses providing mold testing and remediation services, duct and vent cleaning, water damage dry-outs, restoration services, dust control, encapsulation, demolition, ozone and odor treatment, attic insulation and sealing, and other services and products. Its principal business address is 17700 Saint Clair Avenue, Cleveland, Ohio 44110. It has been offering franchises since December 2020 and as of December 31, 2025 had 18 franchises in the United States.

Our affiliate Miracle Method, LLC is a franchisor of businesses providing restoration services for bathtubs, sinks, showers, tile, countertops, and similar surfaces in homes and businesses. Its principal business address is 215 Sutton Lane, Colorado Springs, CO, 80907. It has been offering franchises since 1996 and as of December 31, 2025 there were 213 unit franchises and 2 master franchises operating in the United States.

The Garage Floor Coating Company, LLC operated a residential garage floor coating business of the type that we offered under this Disclosure Document from 2011 until December 2023 when we sold it to a franchisee. It may be considered our predecessor as it was the original owner of certain of our trademarks. It never sold franchises in any line of business. The trademarks were subsequently owned by Granite Garage Floors Licensing, LLC from 2018 until 2024. It has a principal place of business at 17700 Saint Clair Avenue, Cleveland, Ohio 44110. It has never sold franchises in any line of business.

Except as disclosed above, neither we, nor our parent, nor our affiliates, currently operate any other types of businesses which offer franchises or provide products or services to our franchisees. Except as disclosed above, we have no parent, predecessors or affiliates required to be disclosed in this Item. Neither we nor any of our affiliates disclosed above have offered franchises in any line of business except as disclosed above. Except as disclosed above, none of our affiliates has ever conducted the type of business a Granite Garage Floors franchisee will operate.

The Franchised Business

We offer the right to operate franchised businesses that sells, markets and installs residential garage floor coating systems ("Franchised Businesses," also sometimes referred to in this Disclosure Document as "GGF Businesses"). Sources of customers and leads include builders, designers, architects, remodelers, and direct marketing to consumers.

Franchised Businesses operate under the Granite Garage Floors logo and word marks and certain other trademarks, service marks, trade names, signs, associated designs, artwork, and logos (collectively, the "Marks") and are identified by our color schemes, signage, and other identification schemes (collectively, the "Trade Dress"). We may designate other trade names, service marks, and trademarks as Marks and may change any of the Marks periodically. We may periodically change, add to, or cease to use any elements of the Trade Dress.

Franchised Businesses operate under a prescribed system of specifications and operating procedures that our affiliates and we have developed and will continue to develop (the "System"). The distinguishing characteristics of the System include our Trade Dress; our training program, operating procedures, customer service standards, and marketing techniques; and the policies, procedures, standards, and specifications set out in our operations manual (collectively, the "Manuals"). We may change, improve, and further develop the elements of the System periodically.

As a franchisee, you may operate one Franchised Business within an area of primary responsibility (the "Territory") that we will specify in the franchise agreement that we and you will sign (the "Franchise Agreement"). Our current form of Franchise Agreement is contained in Exhibit A to this Disclosure Document.

There is no limit to the number of vehicles that you may operate within your Territory. But you may not directly or indirectly solicit sales or provide Services to a customer located outside of your Territory without our prior written consent.

Market and Competition

The market for your Services will be any residential homeowner seeking the coating of their residential garage floor. Your customers may be homeowners in the process of building a home who would like their new garage floor coated or existing homeowners who may be interested in coating or re-coating their existing garage floor. The market for these Services is well developed. Sales are not seasonal.

Your competition will include other businesses that provide garage coating services. Many of these businesses will specialize in the provision of these services while others will provide them as one of a suite of their services. These businesses may be independently owned and operated or franchised. Various large retailers of home improvement services may also provide this service and you will compete with these retailers for market share.

Industry-Specific Regulations

There may be local laws governing the sale and installation of home improvements and construction or building contracting. Your state or local government may require a contractor's license; it is your responsibility to determine the need for licenses and obtain them as necessary. In addition, you will have to comply with laws and regulations that are applicable to business generally (such as workers' compensation).

Federal, state and local governmental laws, ordinances and regulations periodically change. It will be your responsibility to ascertain and comply with all federal, state and local governmental requirements. You should consult with your attorney about laws and regulations that may affect your Franchised Business.

This is a specialty contracting business requiring concrete to be prepared through an industrial diamond grinding process where the machines are connected to vacuum systems as well as the applications of industrial grade coatings. There will be various federal and state OSHA laws and regulations applicable to your business that you must satisfy.

ITEM 2
BUSINESS EXPERIENCE

Chairman of the Board of Managers – Jordan Lajoie

Mr. Lajoie joined us as the Chairman of our Board of Managers in February 2025. Mr. Lajoie is also the Chairman of our parent company Threshold Brands, LLC and its parent company, HS Group Holding Company, LLC. Mr. Lajoie is also the Chairman of the Board of Managers for all of our affiliates offering franchises disclosed in Item 1. Since February 2025 Mr. Lajoie has also served as the Chairman of the Board of Managers of BCC Services Intermediate Holding Company d/b/a Head to Toe Brands in Southlake, Texas. From July 2020 to the present Mr. Lajoie has served as the President of Pinecrest Holdings, Inc. in Portland, ME.

Vice President and Manager – Caroline Quoyeser

Ms. Quoyeser has served as our Vice President and Manager since May 2022. Since August 2021, Ms. Quoyeser has been the Vice President and a Manager of our parent, Threshold Brands, LLC, and since August 2020 Ms. Quoyeser has been the Vice President and a Manager of Threshold Brands' parent, HS Group Holding Company, LLC. Ms. Quoyeser is also a Vice President and Manager for all of our affiliates offering franchises disclosed in Item 1. Since November 2021, Ms. Quoyeser has served as a Manager for Evive Brands, LLC in Scottsdale, AZ. Since January 2023 Ms. Quoyeser has been an Assistant Vice President with The Riverside Company in Santa Monica, CA. From July 2021 to December 2022 Ms. Quoyeser was a Senior Associate with The Riverside Company in Santa Monica, CA. From July 2019 to June 2021 Ms. Quoyeser was an Associate with The Riverside Company in Santa Monica, CA.

Vice President, Secretary and Manager – Stephen Rice

Mr. Rice has been our Vice President and Secretary and a member of our Board of Managers since May 2022. Since August 2021 Mr. Rice has been the Vice President, Secretary and a Manager of our parent, Threshold Brands, LLC, and since August 2020 Mr. Rice has been the Vice President, Secretary and a Manager of Threshold Brands' parent, HS Group Holding Company, LLC. Mr. Rice is the Vice President,

Secretary and a Manager/Director of all of our affiliates offering franchises disclosed in Item 1. Since October 2010, Mr. Rice has been a Principal of The Riverside Company, located in Cleveland, Ohio.

Manager – Ryan Farris

Mr. Farris joined us as a member of our Board of Managers in November 2021. Mr. Farris is also a Manager for our parent, Threshold Brands, LLC, and its parent, HS Group Holding Company, LLC and all of our affiliates offering franchises disclosed in Item 1. Mr. Farris has served as the President and COO of AlphaGraphics since October 2017 and, since August 2020, as the President and COO of PostNet International Franchise Corp., both located in Lakewood, Colorado.

Manager – Steven Siegel

Mr. Siegel has been a member of our Board of Managers since May 2022. Since August 2021 Mr. Siegel has served as a Manager of our parent, Threshold Brands, LLC, and since August 2020 Mr. Siegel has served as a Manager of Threshold Brands' parent, HS Group Holding Company, LLC. Mr. Siegel is a Manager of all of our affiliates offering franchises disclosed in Item 1. Since January 2005, Mr. Siegel has served as a Managing Partner at Brookside Consulting located in Thornton, New Hampshire.

Manager – Mark Kushinsky

Mr. Kushinsky has been a member of our Board of Managers since May 2022. Since August 2021 Mr. Kushinsky has served as a Manager of our parent, Threshold Brands, LLC, and since August 2020 Mr. Kushinsky has served as a Manager of Threshold Brands' parent, HS Group Holding Company, LLC. Mr. Kushinsky is a Manager of all of our affiliates offering franchises disclosed in Item 1.

Chief Executive Officer and Manager – Theodore Demarino

Mr. Demarino has been our Chief Executive Officer ("CEO") and a member of our Board of Managers since June 2023. Mr. Demarino is also the CEO and a Manager of our parent, Threshold Brands, LLC and of its parent, HS Group Holding Company, LLC. He also serves as the CEO and a Manager of all of our affiliates offering franchises disclosed in Item 1. From October 2019 to May 2023, Mr. Demarino was the President of Liberty Tax in Hurst, TX.

Chief Financial Officer – William A. Newby III

Mr. Newby has been our Chief Financial Officer ("CFO") since November 2024. Mr. Newby is also the CFO of our parent company, Threshold Brands, LLC and its parent company, HS Group Holding Company, LLC. He also serves as the CFO of all of our affiliates disclosed in Item 1. From April 2023 to November 2024, Mr. Newby was the CFO of Building Plastics, Inc. in Memphis, TN. From August 2018 to March 2023, Mr. Newby was the Corporate Controller for Ring Container Technologies in Oakland, TN.

Chief Legal Officer – Robert G. Huelin

Mr. Huelin has been our Chief Legal Officer ("CLO") since May 2022. Mr. Huelin has been the CLO for our parent, Threshold Brands, LLC since August 2021 and our affiliate MaidPro Franchise, LLC since May 2021. Mr. Huelin serves as the CLO for all of our other affiliates offering franchises disclosed in Item 1. From December 2014 to May 2021 Mr. Huelin was the Vice President, Legal and Compliance for Wireless Zone, LLC in Rocky Hill, CT.

Chief Operating Officer – Lauriena Rideout

Ms. Rideout has served as our Chief Operating Officer ("COO") since December 2025. Ms. Rideout is also the COO of our parent company, Threshold Brands, LLC and all of our affiliates offering franchises disclosed in Item 1. From April 2024 to December 2025 Ms. Rideout was the COO of WOWorks, LLC in St. Petersburg, FL and from May 2019 to April 2024 Ms. Rideout served as the Senior Vice President Operations and Chief Brand Officer of WOWorks.

Brand Leader – Bryan McMurray

Mr. McMurray has served as our Brand Leader since April 2024. Mr. McMurray has also served as the Brand Leader of our affiliate Mold Medics Franchising, LLC in Carnegie, PA since August 2023. From September 2022 to August 2023 Mr. McMurray was Operations Manager for our affiliate Men In Kilts US, LLC in Boston, MA. From October 2021 to September 2022 Mr. McMurray was Director of Operations for Wellbiz Brands in Denver, CO. From November 2016 to October 2021 Mr. McMurray was a Franchise Business Coach for Self Esteem Brands located in Woodbury, MN.

Vice President, Franchise Development – Kelli Schroeder

Ms. Schroeder joined us as Vice President, Franchise Development, in October 2024. Ms. Schroeder is also the Vice President, Franchise Development for all of our affiliates offering franchises disclosed in Item 1. From June 2023 to October 2024 Ms. Schroeder was the Vice President of Franchise Development at WellBiz Brands in Island Park, NY. From August 2021 to June 2023 Ms. Schroeder was the Vice President of Franchise Development for SUCCESS Space in Island Park, NY. From July 2019 to August 2021 Ms. Schroeder was the principal of Schroeder Consulting, LLC in Long Beach, NY.

ITEM 3
LITIGATION

The following disclosure relates to our affiliate, MaidPro Franchise, LLC in connection with the offering of residential and commercial cleaning services and other services under the MaidPro name.

In the Matter of MaidPro Franchise, LLC (Securities Commissioner of Maryland, Case No. 2025-0075). On August 13, 2025 MaidPro entered into a Consent Order with the Securities Commissioner of Maryland. After a review of its records, MaidPro determined that in two franchise sales in 2022 it inadvertently violated a requirement entered into in 2021 to defer franchise fees until all preopening obligations of the franchisor were completed. Under the Consent Order, MaidPro must comply with the deferral condition for as long as it is effective, it agreed to cease and desist from the offer or sale of franchises in violation of the Maryland Franchise Law, and it paid a $15,000 penalty to the Maryland Office of the Attorney General.

Other than this action, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

You will pay us an initial franchise fee of $50,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is due in full at the time you sign the Franchise Agreement. We may offer to prospects who meet our qualifications, including creditworthiness, financing of up to the full amount of the Initial Franchise Fee. See Item 10 for additional information.

During 2025 our franchise offering included waivers, discounts and refunds such that our Initial Franchise Fees ranged from $0 to $60,000.

We may refund, reduce, or waive the Initial Franchise Fee as discussed in the programs below:

Franchise Option Program

For new franchisees, we may offer to refund the Initial Franchise Fee in exchange for an increase to the Royalty Fee rate by an additional 4% of Gross Sales (for example the 6.5% royalty will increase to 10.5%) for 10 years (the initial term).

We refer to this program as our "Franchise Option Program". We will refund your Initial Franchise Fee within 10 days of the opening of your Franchised Business so long as it opens within the time required under the Franchise Agreement and you are not otherwise in default under the Franchise Agreement or any other agreement between you and us or any of our affiliates. If you take advantage of this program, you must sign the Franchise Option Amendment attached to the Franchise Agreement as Exhibit D.

Military/First Responder Program

If you are a current member of the United States Armed Forces or you received an honorable discharge from the United States Armed Forces, you may be eligible for a 20% reduction of the Initial Franchise Fee on your first Franchised Business. We also offer a "First Responders" discount. If you are a police officer, firefighter, or paramedic/emergency medical technician (EMT), you may be eligible for a 20% reduction of the Initial Franchise Fee on your first Franchised Business.

Multi-Unit Program

We currently offer a multi-unit discount. If you purchase 3 or more Granite Garage Floors franchises, you may be eligible to receive a 25% reduction of the Initial Franchise Fee payable for the second and any additional franchises you purchase at that time. You must sign a Franchise Agreement for each territory, and you must sign all of the Franchise Agreements as part of a single transaction to qualify for this discount. You must also sign the Multi-Territory Development Addendum attached to the Franchise Agreement as Exhibit I.

Hard to Serve/Underserved Markets

We may offer a discount of up to 10% off the Initial Franchise Fee to prospects who will be operating their franchise in a hard-to-serve or underserved market, whether geographic or demographic.

Any waiver of, or reduction in, the Initial Franchise Fee will be granted in our sole discretion. We evaluate each situation on an individual basis. We reserve the right to change, modify or discontinue any of these discount/waiver programs at any time.

Training Fee

You or your Operating Principal, if you are an entity, must complete to our satisfaction our Initial Training before you may open your Franchised Business. We do not charge for the Initial Training Program for up to two attendees. We charge a training fee of $500 for each additional individual who attends our Initial Training Program. This amount is due before attendance at the Initial Training Program.

Except as discussed above, none of the amounts above are refundable.

We pay a referral fee ("Referral Fee") to any current franchisee for each candidate referred to us who meets our qualifications and signs a Franchise Agreement. Currently, the Referral Fee is $25,000 for each successful referral of a candidate who is not a current franchisee of our brand or any of our affiliate brands.

ITEM 6
OTHER FEES

Type of Fee	Amount[1]	Due Date	Remarks
Royalty Fee	The greater of 6.5% of Gross Sales or the minimum Monthly Royalty payment as outlined in the schedule below: Month 4-12: $500 Month 13-24: $1,500 Month 25 to end of term: $2,500 Franchise Option Program: 10.5% of Gross Sales, subject to the minimum Monthly Royalty payment schedule above.	Payable monthly, on the 15th day of each month.	Royalty Fee is due on all Gross Sales. See Note 2 and Note 3.
Brand Fund Fee	2% of Gross Sales.	Payable monthly, on the 15th day of each month.	See Note 2 and Note 4.
Technology Fee	$650 per month	Payable monthly, on the 15th day of each month.	See Note 6 and Note 19.

Type of Fee	Amount[1]	Due Date	Remarks
Demonstration Kits	$525 per Kit	Within 10 days of demand.	See Note 9 and Note 19.
Bookkeeping Software	$55 per month	Payable monthly, on the 15th day of each month.	See Note 8 and Note 19.
Additional Email Licenses	$15 per month, per license	Payable monthly, on the 15th day of each month.	See Note 7 and Note 19.
Payment Processing Fee	$35 per month per account and applicable per transaction fees.	Payable monthly, on the 15th day of each month, and as incurred.	See Note 10 and Note 19.
Digital Marketing Services	$305 per month per territory or $595 per month, per territory, depending on the level of service, plus $49 per month for additional optional tools.	Payable monthly, on the 15th day of each month.	See Note 11 and Note 19.
Digital Lead Generation Services	20% of total advertising spend or $100, whichever is greater.	Payable monthly, on the 15th day of each month.	See Note 11 and Note 19.
Phone and Messaging Services	$34.99 per month per user, plus $0.012 cents per text message.	Payable monthly, on the 15th day of each month.	Only payable if you choose to use this service. See Note 15 and Note 19.
Agentic Customer Assistance Services	$0.75 to $2.50 per conversation or call	Due monthly on the 15th day of the month.	Only payable if you choose to use this service. See Note 16 and Note 19.
Email Marketing Services	$169/mo. for up to 5,000 emails	Payable monthly, on the 15th day of each month.	Only payable if you choose to use this service. See Note 17 and Note 19.

Type of Fee	Amount[1]	Due Date	Remarks
Postcard Marketing Services	$199/mo. for up to 120 postcards. $1.65 per additional postcard.	Payable monthly, on the 15th day of each month.	Only payable if you choose to use this service. See Note 18 and Note 19.
Interest	The lesser of 12% per annum, or the maximum rate permitted by applicable law.	Upon demand.	If any fee or payment due under the Franchise Agreement is not paid on time, you must pay to us interest from the date the amount was originally due.
Training Fee	$500 per day	Before training commences.	See Note 5 and Note 19.
Supplier Review	Our reasonable cost of inspecting the supplier or testing the proposed equipment, including personnel or travel costs, not to exceed $5,000 per request.	Upon demand.	Payable if you wish to offer or use any supplies or equipment that we have not approved or to purchase from a supplier that we have not approved, whether or not we approve the item or supplier.
Renewal Fee	$1,500	Upon signing a renewal Franchise Agreement.	If we agree to allow you to renew the franchise at the end of the initial term.
Customer Complaint	All amounts we incur to satisfy a complaint from your customer.	Upon receipt of invoice.	Only payable if we need to intervene to satisfy a complaint from one of your customers. See Note 12.
Step in Fee	$200 per hour per employee that we assign, plus any expenses they incur and any attorneys' fees we incur in connection with the exercise and maintenance of the rights.	Due on demand.	Only due if you are in default under the Franchise Agreement and you do not cure or cannot cure, you take actions that jeopardize the integrity of our System, you are absent, incapacitated or die, and we step in to operate your business. See Note 19.

Type of Fee	Amount[1]	Due Date	Remarks
Late Submission Fee	$100 per time any payment (including a late fee), request for information, forms, data, or item/information is not received when due, plus 12% interest/year, or the maximum rate allowed by law, from date due until paid.	Due on demand.	See Note 13.
Non-compete Fee	Amount equal to our then-current initial franchise fee for each Competitive Business identified plus 7% of the Competitive Business' gross sales until expiration of the non-competition period.	Monthly.	Only if you breach the noncompetition provisions in your Franchise Agreement.
Transfer Fee	$5,000	On or before the date of transfer.	Payable only if you transfer your franchise.
Consulting Fee	$500 per day, per person, plus our expenses.	Within 10 days of demand.	Paid to us if we think you need remedial training or instruction, or if you require us to assist in the operation of your Franchised Business. See Note 19.
Inspection	$500 per day per person plus our expenses.	Upon demand.	Payable if we inspect your Franchised Business due to repeated or continuing failure to comply with the Franchise Agreement. See Note 19.

Type of Fee	Amount[1]	Due Date	Remarks
Enforcement Expenses	Costs we incur to de-identify your Franchised Businesses including any costs and expenses we incur as a result of your failure to comply with your post- termination obligations.	Upon demand.	Payable if your Franchise Agreement expires or is terminated, and you fail to de-identify your Franchised Business and comply with your other post-term obligations, and we take steps to do so.
Indemnification	Our liabilities, fines, losses, damages, costs, and expenses (including reasonable attorneys' fees).	Upon demand.	Payable if we incur losses due to your activities or failure to perform under the Franchise Agreement.
Convention Fee	Up to $1,500 depending upon costs.	Due at registration.	See Note 14 and Note 19.
Audit	Cost of Audit.	Upon demand	Payable only if audit shows an under-statement of at least 2% of Gross Sales for any month.

NOTES:

1. **Generally**. Unless otherwise indicated, all of the fees listed in the chart above are uniformly imposed by, payable to, and collected by, us and are non-refundable. You must pay all fees, payments, and charges described in Item 6 to us, through the method we require, which is currently electronic transfer/direct debit. You must sign and deliver to us an irrevocable EFT Authorization attached as an exhibit to the Franchise Agreement to enable our financial institution to debit your primary bank account at your bank in order to pay us all amounts you owe us. You must maintain enough funds in the account to cover all amounts payable to us. If funds in the account are not enough to cover the amounts payable to us, the outstanding amount will be considered overdue and you must pay us the overdue amount plus interest, and any related bank fees. You must pay us on demand for all withholding, sales, excise, use, or privilege taxes we incur on goods or services we provide to you or on payments you make to us. This does not apply to any income taxes imposed on us. We may change your payment schedule with respect to any fees or other amounts, indicated in the chart above, due to us or our affiliates under your Franchise Agreement (i.e., modifying monthly payment to weekly), or require you to use any other method of payment, upon 30 days' notice to you. If the due date of any payment is not a business day, the due date for the payment is the next immediate business day.

If the Franchise Agreement is subject to a Multi-Territory Development Addendum we will provide in the Addendum the deadline by which you must commence operation of each Franchised Business in the territory.

2. **Gross Sales**. "Gross Sales" includes all revenues of the Franchised Business, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is received) or

otherwise. You may deduct from Gross Sales rebates or promotional allowances paid to you in connection with your purchase of equipment or supplies, refunds, charge backs, credits and allowances to customers, but only if the item was previously included in Gross Sales. You may deduct from Gross Sales the amount of all sales tax receipts or similar tax receipts separately stated when the customer is charged and timely paid to the appropriate taxing authority but only if the taxes were previously included in Gross Sales.

3. **Royalty Fee and Minimum Royalty**. You must pay us a monthly Royalty Fee of 6.5% of Gross Sales, subject to the payment of a minimum Monthly Royalty ranging from $500-$2,500. For the first 3 months of your Franchise Agreement there is no minimum Monthly Royalty obligation. The monthly Minimum Royalty payable after that is discussed in the chart below:

Time Period	Minimum Royalty
Months 4-12	$500
Months 13-24	$1,500
Months 25-end of Franchise Agreement	$2,500

If you are in our Franchise Option Program, your Royalty Fee percentage will be 10.5% of Gross Sales but is still subject to the Minimum Royalty discussed above.

4. **Brand Fund Fee**. You must contribute 2% of Gross Sales to the Brand Fund. See Item 11 for more information on the Brand Fund.

5. **Training Fee**. We provide our initial training program for up to 2 attendees at no additional charge. If you elect to send additional persons to the initial training program, or if you elect to send persons to a future initial training program after you have commenced operating the Franchised Business, then we will charge you our then-current daily training fee. We may conduct additional training programs at a venue we select. You are responsible for all of your costs and expenses, and those of your attendees, to attend and participate in our training programs.

6. **Technology Fee**. If you are purchasing your first GGF franchise territory, you must pay the monthly Technology Fee and you will receive 4 branded email user licenses and a tenant account for the field service software we require you to use in your Franchised Business. If you are purchasing a second or contiguous territory or territories which do not require a second tenant account, we may waive the Technology Fee for this second or additional territory or territories.

7. **Additional Email Licenses**. You may purchase from us additional licenses for use in your Franchised Business at our then-current charges.

8. **Bookkeeping Software**. You must purchase from us and use in the operation of your Franchised Business our designated bookkeeping software. You will use this software to assist you on management of the financial side of your business.

9. **Demonstration Kit.** We are the supplier of Demonstration Kits and product samples. You must maintain at least one fully stocked Demonstration Kit. The current cost for a Kit is $525 (1 fan deck, 28 hard samples and 1 black bag). Additional samples can be purchased for a per item fee. Shipping is not included in these prices and shipping costs will vary.

10. **Payment Processing**. You must use the integrated payment processing service that we provide. You must have at least one account for processing credit card and other forms of electronic payment. You will also need one payment processing account for each bank account that you use to pay or receive

payment for transactions. The monthly account fee for our service is $35. The per transaction fee will vary based on the type and amount of the transaction. The fee for credit card payments is 2.99% of the total transaction amount plus 29 cents per transaction. The fee for e-check payments is 1% of the total transaction amount.

11. **Digital Marketing Services.** We may provide you with digital marketing services under a basic package that include reporting, keyword tracking, blog posts, digital strategy, and business profile management and posting. We also offer a higher tier digital marketing service that includes the above services and also AI-assisted market analysis, research and content optimization. The cost for our basic digital marketing service is $305 per month and the higher tier is $595 per month. We also offer an add-on marketing intelligence tool. The add-on marketing intelligence tool is an additional $49 per month. We are also a provider of paid lead generation services across multiple digital platforms. If you would like to use this service, the fee is 20% of total advertising spend or $100 per month, whichever is greater. To the extent you use these services to conduct advertising, you may apply such expenses toward your minimum local advertising spend.

12. **Customer Complaint**. If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer. You must reimburse us for all our costs associated with satisfying the customer.

13. **Late Submission**. If any fee or payment due under the Franchise Agreement is not paid on the date it is due, you must pay to us interest at the rate of the lesser of 12% per annum, or the maximum rate permitted by applicable law, from the date these amounts were originally due. If any payment, request for information, forms, data or any item related to the Franchised Business is not received by the established due date, you must pay a Late Submission Fee of $100 per violation.

14**.** **Conventions**. We may from time-to-time conduct conventions or host meetings of some or all of our franchisees. ("Conventions"). You must attend one or more of our Conventions. You are responsible for all of your expenses in attending any Conventions. We determine the duration, curriculum and location of the Conventions. You must pay the applicable registration fee for each Convention at the time of registration. This fee is not refundable and will be collected even if you do not attend the Convention.

15. **Phone and Messaging Services.** We are an approved supplier of phone and text message services. You may purchase from us a phone number and text message services at our then-current charges, which are currently $34.99 per month per user and $0.012 cents per text message, plus applicable taxes. You will receive one assigned phone number per user. If you want to purchase additional phone numbers for a single user, there is an additional fee which is currently $5 fee per additional phone number assigned, plus applicable taxes.

16. **Agentic Customer Assistant Services.** We provide agentic customer assistance services for a per-conversation fee. Franchisees can use our agentic assistant for 'engagement conversations' with prospective customers inquiring about GGF products and services, including estimates. Franchisees can also use our agentic assistant to manage customer appointments and limited post-appointment communications. The fee is $2.50 per engagement conversation and $0.75 per conversation for pre- and post- appointment communications.

17. **Email Services.** We offer an integrated email marketing tool that allows franchisees to create and deliver email marketing pieces to current and prospective customers. The cost is $169 per month for up to 5,000 emails. To the extent you use this service to conduct advertising, you may apply such expenses toward your minimum local advertising spend.

18. **Postcard Services.** You may order from us marketing postcards to mail to current and prospective customers. The cost is $199 per month for up to 120 standard postcards. You can purchase additional postcards for $1.65 per postcard. To the extent you use this service to conduct advertising, you may apply such expenses toward your minimum local advertising spend.

19. **Increases**. We reserve the right to periodically increase this fee or other amount , indicated in the chart above, during the term of your Franchise Agreement. We will not increase this fee or other amount more than once per calendar year and we will not increase this fee or other amount by more than 10% of the then-current fee or other amount, except as follows – adjustments are compounded annually and are cumulative, accordingly we may increase the fee or other amount by greater than 10% in any given year to adjust for prior years when no increase, or an increase of less than 10%, was implemented. We may increase this fee or other amount for any reason, including increases in the costs we incur to provide these services, or cost increases imposed on us by suppliers or other third-parties. We will provide 30 days' notice of any change.

The annual adjustment cap discussed above is not applicable to any fee that is "optional", meaning that it is charged by us or a third party for a service or product that you are not required to purchase under the terms of your Franchise Agreement. It also does not apply to fees or other charges where we or an affiliate are collecting fees or other amounts on behalf of third-party suppliers. We or the third-party may increase these fees or other amounts without restriction.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Franchise Fee (1)	$50,000	EFT	At signing of Franchise Agreement	Us
Vehicle (2)	$4,400 to $6,000	As Incurred	Upon lease	Vendor/ Supplier
Vehicle Wrap (3)	$4,900 to $5,500	As Incurred	As Incurred	Vendor / Supplier
Vehicle Upfit (3)	$15,800 to $17,900	EFT	As incurred	Vendor/ Supplier
Initial Inventory and Equipment (3)	$24,000 to $37,000	As Incurred	Prior to beginning business	Vendor/ Supplier
Rent (4)	$0 to $800	As Incurred	Upon signing	Vendor/ Supplier
Initial Training (5)	$2,000 to $4,500	EFT	As billed/incurred	Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Technology (6)	$2,400 to $3,000	As Incurred	Prior to beginning business	Vendor/ Supplier
Advertising (7)	$24,000 to $34,000	As Incurred	As Incurred	Vendor/ Supplier
Insurance (8)	$1,000 to $1,500	As Incurred	As incurred	Vendor/ Supplier
Professional Service Fees and Licensing (9)	$1,000 to $2,000	Cash	As incurred	Vendor/ Supplier
Additional Funds - Initial 3 Months (10)	$20,000 to $60,000	Cash	As incurred	Vendor/ Supplier
TOTAL (11)	$149,500 to $222,200			

NOTES:

1. See Item 5. Initial Franchise Fee may be waived under the Franchise Option Program. We may offer to finance up to the full amount of the Initial Franchise Fee. See Items 5 and 10 for additional information. Except as discussed in Item 5 for new franchisees in our Franchise Option Program, the Initial Franchise Fee is non-refundable.

2. You will need a vehicle to operate your Franchised Business. This vehicle must meet our specifications. We currently recommend an Isuzu box truck or a ProMaster van as your primary vehicle. We may revise our vehicle requirements from time to time. The exact amount of your monthly lease payment will vary based on multiple factors, including the length of the lease, the interest rate, your initial payments and the purchase price remainder at the end of the lease. You may also elect to finance your vehicle upfit and wrap as part of your lease, if the lessor agrees. The estimate above assumes four months of lease payments (three months of payments plus a deposit equal to one month).

3. You must upfit your vehicle with equipment and fixtures that we require. Included in our standard upfit package are flooring, shelving, hooks, hoses, ramps and an air compressor. Taxes, transportation and installation fees are not included in this estimate. You must wrap your vehicle with graphics that we require. The low estimate for the wrap and upfit assumes you have a ProMaster van and the high estimate assumes you have an Isuzu box truck. We do not specify quantities of inventory or equipment but we do provide a required and a recommended list of materials and equipment during the pre-opening process. The required materials include, a diamond grinder, grinder-diamonds, grinder wheels, a generator, a floor vacuum, extension cords, a drill and an electric blower. Additional recommended supplies include rollers, painters cloth, buckets, trash bags, tarps, knives, scrapers, respirators, caulk, shovels and squeegees. Inventory includes epoxy, solvents, flakes, sand and floor patch. The low estimate assumes purchases for eight to ten jobs, assuming a standard size residential

two-car garage of approximately 500 square feet, and the high estimate assumes you purchase an optional storage solution in addition to other material and equipment.

4. We do not require you to lease a commercial space, and you may operate from your residence if it is suitable for the operation of the Franchised Business, including that it is zoned appropriately for the operation of your business. The low estimate assumes you are managing your Franchised Business from your home and no improvements are required. The high estimate assumes three-months rental of a warehouse-style storage unit.

5. The initial training program is made up of approximately 62 hours of virtual classroom training and approximately 81 hours of on-site field training. The on-site field training is split between a location we designate and a location within your territory. You must pay all costs of travel, food and lodging to attend the initial training. You may be required to reimburse us for our costs in travel, food and lodging to provide on-site field training if your training requirements are unusual or extensive. You must pay our then-current attendance fee if you bring more than two persons to the initial training. The estimates above assume two attendees travelling to the location we designate for the full 40 hours.

6. You must use the accounting and customer management software that we require. You must use the computer and communications equipment that we require. The estimated amounts include the payment of our Technology Fee, the cost of licensing our required accounting software and the cost of a mobile phone, a personal computer, a tablet computer meeting our requirements, a digital business telephone number, and internet access.

7. Before opening, you must purchase marketing materials for use in branding and marketing your Franchised Business which includes printed materials (business cards, door hangers, yard signs), direct mail, networking organization memberships, digital advertising, review solicitation services, and website management. These services are purchased from third-party vendors, and the fees payable to our vendors are non-refundable. You must spend a minimum of $3,000 per month on local advertising or 6% of your monthly Gross Sales, whichever is greater. These estimates include three months of local advertising at $3,000.

8. This estimate is for the cost of a deposit and your first three months of premiums for the minimum required insurance. The cost of coverage will vary based upon the area in which your business will be located, your experience with the insurance carrier, the loss experience of the carrier, the amount of deductibles and of coverage, and other factors beyond our control.

9. You may be required to acquire a professional license in your state in order to operate the Franchised Business. You are responsible for acquiring and maintaining all required licenses. We recommend that you utilize professional advisors, including an attorney and an accountant, to assist you in establishing your business, acquiring and maintaining required licenses and ensuring that you operate your Franchised Business in compliance with applicable laws. The low estimate assumes that you require limited assistance from an attorney and accountant. The high estimate assumes that you must acquire a license and that you utilize extensive assistance from professional advisors.

10. This is an estimate of the amount of additional operating capital that you may need during the first three months after opening your Franchised Business. This estimate includes additional funds you may need to pay, including, employee salaries and wages, payroll taxes, utilities, fuel costs, credit card facility fees, such items as payroll taxes (including payroll to cover the pre-opening training period for your staff), legal and accounting fees, additional advertising, health and workers' compensation

insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, nominal call center charges if you choose to use one, and other miscellaneous items. The expenses you incur during the start-up period will depend on factors such as local economic and market conditions, your business experience, and weather conditions.

11. These estimates are based upon our affiliate's experience operating a Granite Garage Floors business as well as the experiences of our franchisees. The initial investment is for a new franchisee developing a Franchised Business. Your costs may vary based on a number of factors including the geographic area in which you open, local market conditions, and your skills at operating a business. All payments to us are non-refundable. The refundability of payments to others will depend upon your arrangement with them. If you are purchasing an additional or expansion unit in an adjacent Territory and intend to operate multiple units from a single location, many of these expenses may not apply or may be substantially reduced, such as leasing related costs, office furniture, fixtures and equipment, signage, software license fees, licenses and permits and other possible expenses.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We may require you to purchase or lease goods, services or supplies from us, or from our affiliates, or from approved third-party suppliers or vendors. Except as disclosed in this Item 8, we do not require you to purchase or lease any goods, services or supplies from a restricted source of supply. Except for us, there are no approved suppliers to our franchise system in which any of our officers owns an interest. Currently, none of our affiliates are approved suppliers.

To the extent that we establish specifications or designate specific suppliers for particular items, we will publish our requirements in the Manuals and will provide the specifications for the suppliers that we have approved. We may, at any time change, delete, or add to, any of our specifications or standards.

Except as disclosed below, you are not required to use any other specific suppliers for goods or services; however, we reserve the right to require you to do so in the future.

Supplies, Equipment and Services. You may offer in your Franchised Business only the services that we have approved in writing, as specified in the Manuals, and you may only use in your Franchised Business the types of vehicles that we have approved in writing, as specified in the Manuals. We can require that supplies, equipment, vehicles, and services that you purchase for use, rent, or resale in your Franchised Business: (i) meet specifications that we establish periodically; (ii) be a specific brand, kind or model; (iii) be purchased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates). We may change the authorized supplies, equipment, vehicles, and services at our discretion, and we may designate specific supplies, equipment, and services as optional or mandatory. You must use all items or sources of supply that we designate as mandatory. You must comply with any terms, conditions, or other restrictions imposed by suppliers or service providers relating to the purchase or use of their products or services. You must maintain and use a sufficient inventory of supplies and equipment and enough vehicles to meet the standards we prescribe in the Manuals.

You must purchase a vehicle that meets our specifications. All graphics on the vehicles must be placed in accordance with our specifications, and the interior of all vehicles must be outfitted in accordance with our standards and specifications. Your vehicle must be wrapped to meet our specifications. You may only

use the GGF branded emails in your Business. We are the sole supplier of these email licenses. You must also obtain your payment processing services from us. We are the sole supplier for these services and do not intend to approve another supplier. You must use the field service or customer management software and the financial management software that we designate. You must purchase these products from us or from our approved vendor. We do not plan on approving other suppliers of this software.

We estimate that 75% of your purchases and leases in establishing the Franchised Business and approximately 75% of your total purchases and leases in operating the Franchised Business will be subject to the restrictions described above.

Approval Process. If you would like to (i) offer services that we have not approved, (ii) use any supplies, equipment, vehicle, or services that we have not approved, or (iii) purchase from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We may inspect the proposed supplier's facilities and test samples of the proposed items to evaluate the proposed service provider and the proposed service offerings. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed item or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We can grant, deny, or revoke approval of items, services, suppliers, or service providers based solely on our judgment and we currently do not publish our criteria for granting approvals. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 60 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request.

We may reinspect the facilities and products of any approved supplier and reevaluate the services provided by any service provider and revoke approval of the product, service, supplier, or service provider if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you must cease purchasing the formerly-approved item or service or any products or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct.

Location. You must maintain a business location which must be located in your Territory and which must be approved by us as suitable for the operation of the Franchised Business. If you operate multiple units in adjacent territories, you may elect to maintain a single business office in one of the territories. You may manage the Franchised Business from your home if it meets our requirements. Before entering into any lease, you must submit to us the proposed site lease and any information about the site that we request for our approval. We can require your lease to include any provisions that we may reasonably require, which we may specify in the Manuals or otherwise in writing. We reserve the right to require you to update your location periodically to meet our then-current standards.

Insurance. You must maintain at your expense in full force and effect throughout the term of your Franchise Agreement the types of insurance and the minimum policy limits specified in the Manuals. We must be named as additional insureds under each policy, except for policies required by statute in your jurisdiction, including, but not limited to, workers' compensation and employer's liability insurance policies. Our current insurance requirements and minimum coverages are: Premise–operations, $2,000,000 (aggregate); Products - $1,000,000 per occurrence; General Liability and advertising - $1,000,000 per person/organization; Medical Expense - $5,000 (one person); Fire - $100,000; Auto (combined single limit $1,000,000 each accident for auto in addition to hired and non-owned) - $1,000,000 (occurrence); Workers' Compensation – optional.

Advertising and Promotional Materials. All of your advertising and promotional materials must meet our specifications and be approved by us. We are the sole supplier for any Internet Presence, including websites, business profiles and review platforms, for your Franchised Business. We are also the sole supplier of Demonstration Kits. We do not intend to approve other suppliers of these services or items.

We are an approved supplier of digital marketing services, including reporting, keyword tracking, blog posts, digital strategy, business profile management and posting, and AI-assisted market analysis, research and content optimization. We are also the sole supplier of an add-on marketing intelligence tools for use with our digital marketing services. We do not intend to approve another supplier for this add-on tool. We are an approved supplier of paid lead generation services.

We are an approved supplier of various services, tools and other items that you may choose to use to market your Franchised Business and its services, including phone and text messaging services, agentic customer assistance services, a marketing tool that will allow you to create and deliver email marketing and postcards that can be sent to current and prospective customers.

Computer Software and Services. We are the sole supplier of bookkeeping software that you must use in your Franchised Business. We are the sole supplier of payment processing services that you must use in your Franchised Business. We are also the sole supplier for the branded emails, you must use in your Franchised Business.

Other than as discussed above, neither we nor any of our affiliates are currently the only approved supplier for any product or service you will use in your business.

Revenue from Purchases. We and our affiliates intend to make a profit on any products or services they or we provide to you. We and our affiliates may also derive revenue/rebates/ and/or other material consideration from your purchases of equipment, vehicles, marketing materials, supplies or other items from our approved suppliers. We will retain any rebates or other payments we receive from suppliers.

In our fiscal year ended December 31, 2025, we realized $141,513 in revenue from franchisee purchases and leases, which accounted for approximately 10% of our total revenues of $1,378,183. This information is taken from our internal financial statements.

We are not involved in any purchasing or distribution cooperatives. We have negotiated franchisee pricing directly with manufacturers which is provided – generally as discounts to list pricing – directly to the franchisee from the manufacturer. We do not provide any material benefits to franchisees (for example, renewal or granting additional franchises) based upon their purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Franchise Agreement	Disclosure Document Item
a.	Site Selection and acquisition/lease	Sections 1, 3, 5 of Franchise Agreement	Items 7, 11, 12
b.	Pre-opening purchases/leases	Section 4 and 5 of Franchise Agreement	Items 6, 7, 8 and 11
c.	Site development and other pre-opening requirements	Section 4 and 5 of Franchise Agreement	Items 7, 8 and 11
d.	Initial and ongoing training	Sections 4 of Franchise Agreement	Items 6, 7 and 11
e.	Opening	Section 5 of Franchise Agreement	Items 5, 6 and 11
f.	Fees	Sections 4, 5, 6, 7, 8, 14, 19, 20, 24, 25, 28, and 32 of Franchise Agreement, Sections 3 and 4 of Conversion Franchise Addendum	Items 5, 6, 7 and 11
g.	Compliance with standards and policies/Operations Manual	Section 1, 4, 5, 6, 8, 10, 11, 12, and 21 of Franchise Agreement	Items 7, 8, 11, 13, 14, 15 and 16
h.	Trademarks and proprietary information	Section 11 of Franchise Agreement	Items 13, 14 and 17
i.	Restrictions on products/services offered	Section 5 of Franchise Agreement	Items 8 and 16
j.	Warranty and customer service requirements	Section 5 of Franchise Agreement	Items 8 and 16
k.	Territory development and sales quotas	Section 3 of Franchise Agreement	Items 5 and 12
l.	Ongoing product/service purchases	Sections 5, and 6 of Franchise Agreement	Items 8 and 16
m.	Maintenance, appearance and remodeling requirements	Section 5 of Franchise Agreement	Items 7, 8 and 11

	Obligation	Section in Franchise Agreement	Disclosure Document Item
n.	Insurance	Section 10 of Franchise Agreement	Items 7 and 8
o.	Advertising	Sections 5, and 8 of the Franchise Agreement	Items 6, 7, 8 and 11
p.	Indemnification	Sections 5, 10, 19, 25, and 26 of Franchise Agreement	Item 6
q.	Owner's participation/ management/staffing	Section 5 of Franchise Agreement	Items 11 and 15
r.	Records and reports	Section 9 of Franchise Agreement	Items 6 and 17
s.	Inspections and audits	Section 9 of Franchise Agreement	Items 6 and 11
t.	Transfer	Section 14 of Franchise Agreement	Items 6 and 17
u.	Renewal	Section 2 of Franchise Agreement	Item 17
v.	Post-termination obligations	Section 13 of Franchise Agreement	Item 17
w.	Non-competition covenants	Section 20 of Franchise Agreement	Item 17
x.	Dispute resolution	Section 24 of Franchise Agreement	Item 17
y.	Guaranty of franchisee obligations	Sections 1, 3, 5 of Franchise Agreement	Item 15
z.	Other: Guarantee of franchisee obligations	Sections 5 of Franchise Agreement, Exhibit C	Item 22, Franchise Agreement, Exhibit C

ITEM 10
FINANCING

Except as stated below, we offer no financing arrangements to Granite Garage Floors franchisees. We do not receive payment or other consideration for the placing of financing. We do not guarantee any note, lease or obligation you enter into for your Franchised Business.

We may offer financing of up to the full amount of the Initial Franchise Fee as disclosed in Item 5 to prospects who meet our qualifications, including creditworthiness.

If you qualify and accept financing from us, you must sign the Promissory Note attached as Exhibit F to the Franchise Agreement. Your owners and their spouses, if any, must guarantee the payment of all amounts you owe under the Promissory Note.

The Promissory Note will provide for payment by electronic funds transfer (EFT) in scheduled monthly installments of up to 24 months. We will charge interest at an annual rate of 12%. The Promissory Note may be prepaid at any time without penalty.

If you fail to make payment under the Promissory Note within 10 days after a payment date, we may impose a late charge of 5% of the unpaid amount. If any payment is not made within 30-days after the due date we may impose an additional late charge of 5% of the unpaid amount plus a 5% late charge of the unpaid amount for each 30 day period that the amount remains unpaid. (Section 1).

Under the Promissory Note, you waive: (1) the right to claim or enforce any right of offset, counterclaim, recoupment or breach in any action brought to enforce your obligations under the Note (Section 6); (2) the right to demand, presentment for payment, notices of nonperformance or nonpayment, protest and notice of protest, notice of dishonor, diligence in bringing suit and notice of acceleration (Section 7); (3) questions of governing law, personal jurisdiction and convenience of forum and venue (Sections 12 and 14); (4) trial by jury (Section 13); and (5) all claims that you may have against us and any persons and entities related to us, other than our obligations under the Franchise Agreement, accruing on or before the date of the Promissory Note (Section 16). If any of the events of default described in Section 5 of the Note occur, the entire unpaid principal and accrued interest of the Note will become immediately due and payable without further notice. Under Section 8 of the Note, you must pay all of our expenses and costs of collection, including attorneys' fees and expenses, court costs, costs of sale and costs of maintenance and repair we incur in connection with the enforcement of the Note, collection of amounts due and sale or other disposition of any collateral.

A default under the Franchise Agreement or any other agreement with us constitutes a default under the Promissory Note (Section 4). A default under the Promissory Note constitutes a default under the Franchise Agreement, which gives us the right, among other remedies, to terminate the Franchise Agreement.

We may sell, assign or discount the Promissory Note. If we do assign the Promissory Note, we will not remain primarily obligated under the Note. You will also lose all of your defenses against us as they relate to the Promissory Note as a result of the sale or assignment (Section 17). You are not required to grant us a security interest in your assets.

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

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

Our Pre-Opening Obligations

Before you begin operating your Franchised Business:

1. Designate Territory. We will designate your Territory. (Franchise Agreement – Sections 1.1 and 3)

2. Initial Training. We will provide our initial training program to you and one other person. See "Training", below in this Item. (Franchise Agreement – Section 4.1)

3. Manuals. We will make available to you in electronic form our Operations Manual (Franchise Agreement - Section 4.1). As of December 31, 2024, the Operations Manual contained 66 pages. The Table of Contents of the Operations Manual is attached as Exhibit D to this Disclosure Document.

4. Supply Arrangements. We will designate sources for equipment and materials necessary for you to begin operating your Franchised Business. (Franchise Agreement – Section 4.6)

5. Software. We provide you with our bookkeeping software and four branded email user licenses. (Franchise Agreement—Section 6.2)

6. Launch Advertising. We will provide you with a template for your initial launch advertising plan. (Franchise Agreement – Section 8.1)

7. Approve Opening. We will approve your commencing operation of your Franchised Business when you have met all of our pre-opening requirements. (Franchise Agreement – Section 5.1(b)).

8. Digital Marketing Services. Upon your request and payment, make available digital marketing services, including add-on or plug-in tools and paid digital lead generation services. (Franchise Agreement – Section 4.5).

We estimate that the typical length of time between signing a Franchise Agreement and beginning to perform Services for your Franchised Business is approximately 120 days. Factors affecting this length of time include, among others: successful completion of initial training program; local ordinances or community requirements; your personal goals; issuance of all necessary licenses, permits and approvals; and procuring required insurance. You must begin offering Services for your Franchised Business within 120 days after signing the Franchise Agreement. (Franchise Agreement – Section 5.1). Before opening the Franchised Business, you must purchase or lease at least 1 vehicle we have approved and it must be wrapped and outfitted as we specify. If you do not offer Services for your Franchised Business within 120 days after signing the Franchise Agreement, we may terminate the Franchise Agreement and we will retain any amounts you paid to us or our affiliates.

Ongoing Assistance

During the operation of your Franchised Business:

1. Additional Assistance. We will provide you with ongoing technical, managerial, and administrative advice and guidance by telephone, email, and other forms of communication from our office, as you may from time to time reasonably request. (Franchise Agreement – Section 4.4). Although we may provide you with suggestions for pricing of your Services and products we have no obligation to do so and you are solely responsible for setting these prices. Upon your request and our agreement, we will provide you with on-site extended assistance for on-site advice or training. You must pay for the travel and living expenses of our personnel who provide this assistance and our then-current consulting fee, which is currently $500 per day for each person. (Franchise Agreement – Section 4.6). We have no obligation to develop products or services that you will offer to customers, improve or develop your Franchised Business, establish administrative, bookkeeping and inventory control procedures for your use or except as disclosed above, resolve operating problems you encounter.

2. Equipment, Supplies, and Services. We or our affiliates may make available to you to purchase from us or our designee on our then-current prices and terms additional equipment, as well as supplies. (Franchise Agreement – Section 4.6)

3. Review of Equipment, Supplies, and Suppliers. We will review your requests for approval of new supplies, equipment, services, or suppliers. (Franchise Agreement – Section 5.7 and 5.22)

4. Additional Training. We may periodically conduct advanced training programs for you and your Operating Principal at our office or another location that we designate. We may provide additional training in person, via shared online drives such as Dropbox, company specific online portals, via teleconference, via the Internet, or by any other means, as we determine. (Franchise Agreement – Section 4.2

5. Advertising. Although we have no obligation to do so, we may periodically formulate, develop, produce, and conduct advertising or promotional programs in such form and media as we determine. We may make marketing materials that we create available to you to purchase. (Franchise Agreement – Section 8.5)

6. Review Advertising. We will review your requests for approval of any advertising or promotional programs or materials you wish to use. If you do not receive our written approval within 10 business days from the date we receive the material, the material is deemed disapproved unless you again notify us in writing of your request and we fail to disapprove such request in writing within 5 business days after such second request is received by us, in which case approval is deemed granted. (Franchise Agreement – Section 8.6)

7. Brand Fund Management. We will manage the Brand Fund as described below in this Item. (Franchise Agreement – Section 8.3)

8. Manuals Updates. We may amend, modify, or supplement the Manuals at any time. You must promptly comply with revised standards and procedures after we transmit the updates. (Franchise Agreement – Sections 4.12 and 5.8)

9. Meetings and Conferences. We may convene meetings of franchisees which are mandatory, as we may specify. The meetings may be held in person or remotely via teleconference or web seminar or any other means. (Franchise Agreement – Section 4.4)

10. Internet Presence. Establish an Internet Presence to market your Franchised Business. (Franchise Agreement – Section 8.8)

11. Inspection. We may periodically inspect the operation of your Franchised Business and advise you of its results. We may provide you with a written action plan that you must carry out after each inspection. (Franchise Agreement – Section 4.7)

12. Forms and Templates. We may provide you with various examples of forms and templates you may customize for use in your Franchised Business. (Franchise Agreement – Section 4.13)

13. Payment Processing Services. We will provide you with payment processing services that you must use in your Franchised Business. (Franchise Agreement – Section 4.8)

14. Demonstration Kits. We will sell to you Demonstration Kits that you must use in your Franchised Business. (Franchise Agreement – Section 4.11)

15. Marketing and Communication Services. Upon your request and payment of our fees, provide you with digital marketing services, phone and messaging services, agentic customer assistance services and certain email and postcard marketing services. (Franchise Agreement – Sections 4.9 and 4.10)

Advertising

We have no obligation to conduct any advertising on your behalf or for the Granite Garage Floors franchise system.

General. You must obtain our advance written approval before using or producing any sales promotion materials, or advertising using any of the Marks, in whole or in part, that have not been prepared by or previously approved by us. We may require that you obtain our approval in writing before you place any advertisements in any media, whether traditional media or digital media or social media. If any of your advertising within your Territory is in media that will or may reach a significant number of persons outside of your Territory, you must notify us in advance and obtain our consent. You must conduct all advertising in a dignified manner and to conform to the standards and requirements we specify in the Manuals. We will have the final decision on all creative development of advertising and promotional messages. If our written approval is not received within 10 business days from the date we receive the material, the material is deemed disapproved unless you again notify us in writing of your request and we fail to approve or disapprove such request in writing within 5 business days after such second request is received by us, in which case approval is deemed granted. We can require you to discontinue the use of any advertising or marketing materials.

We may periodically formulate, develop, produce, and conduct advertising or promotional programs in the form and media we determine. We will make available to you for purchase marketing materials that we have prepared. (Franchise Agreement – Section 8.5)

Brand Fund. We collect a monthly Brand Fund Fee. The Brand Fund Fee is 2% of your monthly Gross Sales. The Brand Fund Fee is non-refundable and is due at the time your royalty is required to be paid.

Brand Fund Fees are paid into the Brand Fund which is administered by us. The purpose of the Brand Fund is to develop programs that benefit the Granite Garage Floors brand. This means we may use monies in the Fund for any purpose that promotes the Granite Garage Floors name or any other names we choose to use in the System, including the creation, production and placement of commercial advertising; to pay for agency costs and commissions; to pay the costs to create and produce video, audio and written advertisements; to pay for direct mail and other media advertising, including internet advertising, internet search engine campaigns, direct email marketing, and the cost to maintain and update our websites, web pages, social media and social networking sites, profiles and accounts; for the costs to create and maintain any applications, whether web-based or otherwise, and for the costs of search engine optimization; in-house staff assistance, including salaries, and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; market research; and other advertising and marketing activities. We may also use money in the Fund to pay for coaching and training for the franchisees in marketing, advertising, recruiting and sales. It is our responsibility to determine how monies in the Brand Fund are spent. (Franchise Agreement – Section 8.3)

We will decide whether to use advertising agencies and which ones or whether to create advertising materials in-house; and decide which media to use, which may include Internet, print, radio, television, direct mail, or local in-store promotions. The Brand Fund is not audited but will prepare annual income and expense statements. Income and expense statements will be available to you upon request. Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year. If any taxes become due based upon the activities of the Brand Fund, these taxes may be paid out of the funds in the Brand Fund. We can terminate the Fund only after all monies have been spent for advertising and promotion. As our franchise system expands, we may create an advertising council. (Franchise Agreement – Section 8.7)

All Granite Garage Floors franchisees must contribute to the Brand Fund based on the terms of their Franchise Agreements. Neither we nor any of our affiliates have any obligation to contribute to the Brand Fund for Granite Garage Floors businesses operated by us or our affiliates. No portion of the funds collected will be used principally to sell franchises. However, a brief statement about availability of information regarding the purchase of Granite Garage Floors franchises may be included in advertising and other items produced and/or distributed using the Brand Fund. We may collaborate with the advertising and marketing funds of certain franchise systems affiliated with us. There can be no assurance that the Brand Fund's participation in these collaborations and joint efforts will benefit Granite Garage Floors franchisees proportionately or equivalently to the benefits received by the other franchised businesses or the other franchised systems affiliated with us that also participate. We are not obligated to make proportionate expenditures of your contributions per market area or otherwise. (Franchise Agreement – Section 8.4). We do not guarantee that expenditures from the Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We may, but have no obligation to, loan amounts to the Fund and can determine the repayment obligation of the Fund, including interest rate of the loan and repayment terms, as we see fit.

During our fiscal year ended December 31, 2025, Brand Fund amounts were spent as follows: 13.5% on software subscriptions, 9% on websites, 0.3% on print ads, 4% on content creation, 0.2% on digital referrals, 3.5% on pay per click advertising, 1% on television / radio ads, 68.5% on administrative expenses.

Local Advertising. You must develop and conduct, at your own expense, your own local advertising programs. You must submit your marketing plan to us annually for review and approval. You must purchase from our approved suppliers the pre-opening marketing package that we prescribe. (Franchise Agreement – Section 8.1). You must utilize our required digital marketing vendor. You must spend a minimum of $3,000 per month on local advertising or 6% of your monthly Gross Sales, whichever is greater. This monthly spending is in addition to the payment of the Brand Fund Fee. (Franchise Agreement – Section 8.2).

We may have advertising and promotional materials along with other marketing services available for sale. All prices will be subject to change at any time. You have no obligation to purchase from us any of these items. (Franchise Agreement – Section 8)

Advertising Cooperatives. We currently do not have any advertising cooperatives, but we may implement one in the future. If we do, then participation may be required, and any money spent with the cooperative will go toward your local marketing requirement. The area of any cooperative will be determined by us based on geographical and advertising market factors at the time. Any franchisor or affiliate owned units within a cooperative must participate on the same basis as any Franchised Businesses. We have not yet determined how any fund contributions would be decided, but most likely based on an equal basis within a cooperative. The cooperative will be administered as determined by its members, but subject to our right to veto any decisions of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved or merged. Any cooperative will be required to prepare annual financial statements which will be available for review by its members. Any cooperative will be governed based on written documents which will be available for your review.

Franchisee Advisory Council. We may establish an advisory council of franchisees ("Franchisee Advisory Council") to advise us on various issues and strategies. The Franchisee Advisory Council will have an advisory role, but no operational or decision-making power. We may change the structure and process of the Franchise Advisory Council or dissolve the Franchisee Advisory Council at any time.

Location

We do not provide you any assistance in selecting a site or negotiating a lease for your Franchised Business location. We do not generally own premises and lease them to you. You must operate from a location in your Territory unless you operate multiple contiguous franchised units, in which case we may allow you to operate multiple units in multiple territories from one location. Although your location must meet our specifications we do not conform the premises to local ordinances or building codes or obtain permits for you nor do we construct, remodel or decorate the location. You may manage the Franchised Business from your home if it is suitable for the management of the Franchised Business.

Computer Systems

You must obtain, install, and use, at your expense, the computer hardware, mobile devices, tablets, software, on-line services, and communications links that we specify and periodically update in the Manuals. You must subscribe to an Internet service provider or other electronic communication provider or service as we may require and otherwise meeting our standards and specifications. We will not integrate any third-party software or services to our systems.

You must have a personal computer with high-speed internet connection to the Internet, a tablet computer sufficient to operate our field service software and a dedicated digital business telephone number that is listed in telephone directories that we prescribe.

You must obtain, maintain and use in your business the bookkeeping software and field service software we require, along with other software that we may specify from time to time. The bookkeeping software, which we provide to you, is currently $55 per month. You must also pay us a Technology Fee. The Technology Fee is currently $650 per month. We will provide you a tenant account for the field service software you must use in your Franchised Business and 4 branded email licenses you must use in your Franchised Business. If you need more licenses you must purchase them from us. The current cost for the branded email licenses is $15 per month per license. You must also purchase payment processing services from us. The cost for these services is $35 per month per account plus transaction fees. See Item 6 for more information.

Neither we, nor any affiliate nor any third party has an obligation to provide ongoing maintenance, repairs, upgrades or updates to your computer systems.

You must maintain your computer system at your expense and must replace, upgrade, or update your computer system as we may require periodically. We will establish reasonable deadlines for implementation of any changes to our computer system requirements. We do not require you to enter into any maintenance, updating, upgrading, or support contracts for your computer systems, but we recommend that you do so. The vendor or supplier of the hardware components would typically provide such ongoing maintenance, updating, upgrading, or support services, the cost of which varies by vendor. We estimate that the annual costs to maintain, replace, upgrade or update your computer system will range from $1,000 to $2,000.

There are no contractual limitations on our right to require you to make any upgrades or updates to your computer systems. This includes any computer equipment, mobile devices, point-of-sale software, field service software, accounting software, payment processing software, security software, communications software and marketing software. (Franchise Agreement – Section 5.10). All of your computer systems and other technology systems must meet our specifications and standards as they may change over time.

We will have independent access to the information that will be generated and stored in your computer systems, including in any accounting or financial systems you may maintain. This data will include financial information, accounting information, customer data, and any other data about your business, with the exception of employment records. There are no contractual limitations on our right to access any of this data. (Franchise Agreement – Section 5.10).

Websites and Internet Use. We will establish an Internet Presence to promote the Franchised Business within the Territory. You must provide content for the Internet Presence as we request, including contact and address information, hours of operation, fees, photos, video, social media posts, and such other information about the products and services as we may require. We must approve any and all changes to this content. An "Internet Presence" includes any domain name, URL, website, webpage, landing page, portal, HTML document, online directory, online business profile, review and opinion page or site, social media or social networking site, profile, avatar, account or username, control panel, administrative platform, intranet, JotForm or other form or method of digital or electronic medium or method of communication. (Franchise Agreement, Section 8.8).

We can discontinue operation of an Internet Presence at any time without notice to you. We can modify our policies regarding your use of social media and Internet websites in connection with your Franchised Business as we deem necessary or appropriate. We or our affiliate, as applicable, are the sole owners of any Internet Presence, as well as any domain name related thereto and all content thereon, which includes all or a portion of any of the Principal Trademarks, or any word, phrase, or symbol confusingly similar thereto or variant thereof, as part of the domain name, username, account name, profile, or page reference.

We may impose prohibitions on your posting or blogging of comments about us, your business, the System, or other franchisees. These prohibitions include personal blogs, common social networks like Facebook, Instagram, TikTok, X (formerly Twitter), Snapchat and Pinterest; professional networks, business profiles or online review or opinion sites like LinkedIn, Google Business Profile or Yelp; live-blogging tools like X and Snapchat; virtual worlds, metaverses, file, audio and video-sharing sites, and other similar social networking or media sites or tools.

Training by Us

You or your Operating Principal, if you are an Entity, must attend and satisfactorily complete our initial training program within 120 days after executing the Franchise Agreement. You may not begin to operate the Franchised Business until you, or your Operating Principal (if you are an Entity) and your designated employee(s) have satisfactorily completed our initial training program. We do not charge for the initial training program for up to 2 attendees, one of which must be you or your Operating Principal (if you are an Entity) and the other who should be a manager or technician. We charge a fee for additional attendees. The enrollment of additional attendees is dependent on whether space is available in a given training session. You are responsible for any travel expenses, living expenses, wages, and other expenses incurred by your trainees. Training may occur in our offices, at your location, or at such other location as we may designate. The initial training program and the training discussed below are for the purpose of protecting the goodwill related to the Granite Garage Floors franchise system and the Marks and not to control the day-to-day operation of your Franchised Business.

The initial training program consists of approximately 62 hours of virtual classroom instruction and 81 hours of on-site field training split between a location we designate and a location within your territory. We will provide the initial training program as soon as practicable after you sign your Franchise Agreement. We do not provide training on a set schedule; it is offered as soon as possible based on the

schedule of our trainers and your schedule. You or your Operating Principal if you are an Entity, must complete training to our satisfaction in our sole discretion. If you or your Operating Principal fail to complete training to our satisfaction, we may terminate the Franchise Agreement and retain all amounts you have paid to us and our affiliates.

Our initial training program is described in the following chart:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction and Orientation	1	1	Virtual and Cleveland, OH
Pre-Opening	12	0	Virtual
Foundational Learning	20	0	Virtual
Sales Training	1	8	Virtual and Cleveland, OH
People Systems and Recruitment	2	0	Virtual
Software and Point of Sale Use	16	0	Virtual
Marketing (Digital and Local)	4	0	Virtual
Installation Procedures and Introduction	6	32	Virtual and Cleveland, OH
Technical Training	0	40	Franchisees' Location
TOTALS	**62**	**81**	

The hours listed in the table above are subject to change depending on your background and progress during training.

We use the Operations Manual, PowerPoint presentations, Vimeo video, and hands on demonstrations as instructional materials in our training programs. Jimmy McGhee is the primary instructor for our initial training program. Mr. McGhee has more than 25 years of experience as a contractor, with specific experience in product selection, product installation, general construction and sales. Mr. McGhee currently leads our technical support and has worked with us since 2021.

You must ensure that subsequent staff that you employ to operate your Franchised Business or perform services are trained according to our standards as specified in the Manuals.

The initial training program and the training discussed below are for the purpose of protecting the goodwill related to our Granite Garage Floors franchise system and the Marks and not to control the day-to-day operation of your Franchised Business.

Additional Training. We currently charge $500 per day to train persons who are repeating the initial training program or to train a replacement for someone who did not pass the initial training program and for initial training for subsequent Operating Principals or employees who attend the initial training program. You are also responsible for the travel and food expenses incurred by our trainer.

We may periodically conduct advanced training programs for you, your Operating Principal, and/or your employees at our office or another location that we designate, and we may require that you attend these programs. There will be no charge for training programs that we require you or your employees to attend, but we will charge you $500/day plus expenses for optional training programs. We may provide additional training in person, GGF Shared Drive i.e. Dropbox or other company specific online portals, via teleconference, via the Internet, or by any other means, as we determine. During all training, you are responsible for any travel expenses, living expenses, wages, and other expenses incurred by your trainees.

ITEM 12
TERRITORY

At the time you sign your Franchise Agreement, we will specify a "Territory", in which you will operate your Franchised Business. Typically, a Territory will be a geographic area that may be described, for example, by any or all of the following: a radius from your location or a location on a map, zip codes, a county or several counties or possibly an entire metropolitan area. The Territory will include a minimum population of 250,000 households.

We cannot change or otherwise modify your Territory during the term of your Franchise Agreement, although if you fail to pay the Minimum Monthly Royalties as outlined in Item 6 of this Disclosure Document we can terminate your Franchise Agreement.

Your location for your Franchised Business, which may be your home, subject to applicable law, must be located in your Territory, or if you have multiple units with multiple adjacent territories, within one of those territories. You must provide us with written notice if you wish to change the address of your location. If you choose to relocate your Franchised Business, the new location must meet our then-current requirements for locations including that it is located in your Territory and that it is fitted and constructed in accordance with our specifications.

We will not operate, or grant franchises for the operation of, a business operated under the Marks that sells, installs, services and refurbishes concrete garage floors with an epoxy coating,, that is physically located in the Territory. Except as described in the prior sentence, we and our affiliates may engage in any business activities, under any name or mark, in any geographic area, and at any location, regardless of the proximity to or effect on your Territory or Franchised Business. For example, we have the right: (i) to establish franchises and/or company-owned businesses in the Territory providing identical or similar products and/or services to those you provide under names and marks other than the Marks; (ii) to advertise or authorize others to advertise anywhere, using the Marks; (iii) to establish or license businesses under the Marks, at any location outside of your Territory; (iv) to sell or license others to sell Services through alternative distribution channels, including e-commerce, using the Marks or otherwise, whether in the Territory or outside of it; (v) to acquire, be acquired by, or merge with other companies regardless of if the acquirer is selling the same or similar services to the Services in the Territory or otherwise; and (vi) if you do not respond to a potential customer lead we provide you by the end of the next business day after the lead is received by you, we may contact the potential customer for Services or refer the potential customer to another franchisee and we or that franchisee may perform the Services in your Territory for that customer.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

As discussed above, we have the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your Territory under the Marks or under different trademarks. We will not pay you any compensation for soliciting or making sales to customers located inside your Territory. You do not have the right to open additional Franchised Businesses nor do you have any rights of first refusal to acquire additional franchises.

Without our prior consent, you may not solicit or accept orders from customers outside of your Territory nor do you have the right to use any other channels of distribution such as the Internet, catalog sales, telemarketing, or other direct marketing to make sales outside of your Territory. If we consent to you making sales outside of your Territory, you must immediately cease doing so if we subsequently withdraw our consent. If we permit you to operate in an unassigned territory, when we grant a Granite Garage Floors franchise for the unassigned territory to another party, you must immediately cease soliciting customers in the formerly unassigned territory, but you may continue servicing existing customers in the territory with respect to sales orders or contracts that were entered into before the time we grant the unassigned territory to another party. You must provide us with all customer information that you acquire relating to the formerly unassigned territory, which we shall in turn provide to the new franchisee.

Neither we nor any affiliate operates, franchises, or has plans to operate or franchise a business under a trademark different from Granite Garage Floors that will sell goods or services similar to those you will offer.

ITEM 13
TRADEMARKS

The principal trademarks that you will use in the operation of your Franchised Business are the Granite Garage Floors name and logo. We may also authorize you to use other marks periodically. You may only use in your Franchised Business the Marks we designate, and only in compliance with written rules that we prescribe periodically.

We own the following marks, which are registered on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

Mark	Registration No.	Registration Date
GRANITE GARAGE FLOORS	5428416	March 20, 2018
GRANITE GARAGE FLOORS. EPOXY COATING SYSTEMS	5428417	March 20, 2018
DOES YOUR GARAGE FLOOR NEED A MAKEOVER?	5661298	January 22, 2019

Mark	Registration No.	Registration Date
LOOKS & LASTS LIKE GRANITE	5661303	January 22, 2019

If our right to use any Mark is challenged, we may require you to change to an alternative mark, which may increase your expenses. We have filed, as applicable, all required affidavits with the USPTO.

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving the Marks. We know of no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. There are no agreements currently in effect which significantly limit our right to use the Marks. We are aware of no superior rights or infringing uses that could materially affect the use of the Marks in any state.

You must notify us promptly of any unauthorized use of the Marks of which you have knowledge or of any challenge to the validity of our ownership of or our right to license others to use any of the Marks. We will take the action, if any, we believe to be appropriate. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Marks, including, but not limited to, any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You must execute all documents and render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Marks. If we determine that you have used the Marks in accordance with the Franchise Agreement, we will reimburse you for the cost of defense and the cost of any judgment or settlement. In the event of any litigation relating to your use of the Marks, you must take the actions we may, require to carry out such defense or prosecution. Except to the extent that such litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement or the Manuals, we agree to reimburse you for your out-of-pocket costs in doing such acts.

We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Marks and to adopt new trademarks for use with the System. You must implement any of these changes at your own expense within the time we reasonably specify.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We own no rights in, or licenses to, any patents or patent applications that are material to the franchise.

We own no rights in, or licenses to, any copyrights that are material to the franchise. We and our affiliates have not registered any copyrights with the United States Copyright Office. However, we and/or our affiliates claim copyrights with respect to our advertising materials, marketing materials, training materials, signs, website, Manuals, software (if we create it in the future), as well as other materials we, our affiliates, or our franchisees may periodically develop. There are no determinations of the United States Copyright Office or any court regarding any of our copyrights.

Any copyrights used by you in your Franchised Business belong solely to us. You must notify us promptly of any unauthorized use of our copyrights of which you have knowledge or of any challenge to the validity of our ownership of or our right to license others to use any of our copyrights. We will take the action we believe to be appropriate. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to our copyrights, including, but not limited to, any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You must execute all documents and render any other assistance we or our affiliate may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the copyrights. If we request, you must discontinue the use of the subject matter covered by any copyright used in connection with the Franchised Business.

During the term of your Franchise Agreement, we may disclose in confidence to you, either orally or in writing, certain trade secrets, know-how, and other confidential information (collectively, "Proprietary Information") relating to the System, our business, or the management, operation, or promotion of the Franchised Business. You may not, nor may you permit any person to, use or disclose any Proprietary Information (including without limitation all or any portion of the Manuals) to any other person, except to the extent necessary for your professional advisors and employees to perform their functions in the operation of the Franchised Business. You must take reasonable precautions to protect the Proprietary Information from unauthorized use or disclosure and must implement any systems, procedures, or training programs that we require. You may not use our Proprietary Information or Marks, or any part of the System, our Manuals or any information in them, for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities. You may not input any of our Proprietary Information, including any aspect of the System and any information contained in our Manuals, into any generative AI platform, or disclose this information to any provider or source of generative AI services. You must opt out of allowing any provider or source of generative AI to utilize our Proprietary Information, any part of the System, our Manuals, or any information in them, for training of any AI model or for other purposes.

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

If you are an Entity, you must appoint an individual owner as your Operating Principal. Any individual with any equity interest in your Entity may be eligible to become your Operating Principal. The Operating Principal must complete our initial training program, must have authority over all business decisions related to your Franchised Business, and must have the power to bind you in all dealings with us. You may not change the Operating Principal without our prior approval. You or your Operating Principal must at all times be supervising the operation of your Franchised Business. Any of your "Key Employees", which we consider to be anyone who is an owner, and/or employee who acts in a management or supervisory capacity for the Franchised Business, at the time such person enters your employment, must enter into a non-disclosure, non-solicitation and non-competition agreement, that includes those obligations in the Franchises Agreement.

Each individual with a direct or indirect ownership interest in your Entity, including a franchisee's spouse, must sign the Payment and Performance Guarantee (the "Guarantee") attached to the Franchise Agreement, assuming and agreeing to discharge all obligations of the franchisee under the Franchise Agreement as if they were the franchisee in the agreement, including the confidentiality and noncompete provisions. Your spouse or domestic partner (and if you are a business entity, then the spouses or domestic

partners of all owners) must sign a confidentiality and non-Competition agreements in a form approved we approve at the time you sign the Franchise Agreement.

ITEM 16
RESTRICTIONS ON WHAT YOU MAY SELL

In your Franchised Business, you may offer to provide only the Services we have approved in writing. We may change the authorized Services, without limitation, and we may designate specific Services as optional or mandatory. You must offer all Services that we designate as mandatory. If we authorize another franchisee to offer a certain type of service, we are not obligated to authorize you to offer such Service. You may not offer any products or services that we have not approved.

Except as described below, you may only offer and perform Services for customers located in your Territory. You may not directly solicit or provide Services to a customer located outside of your Territory without our prior written consent. "Solicitation" includes solicitation in person, by telephone, by mail, by email, and by distribution of brochures, business cards, or other materials. If we consent to you making sales outside of your Territory, you must immediately cease doing so if we withdraw our consent. If we permit you to operate in an unassigned territory, when we grant a Granite Garage Floors franchise for the unassigned territory to another party, you must immediately cease soliciting customers in the formerly unassigned territory, however you may continue servicing your current existing customers in the territory with respect to sales orders or contracts that were entered into before the time we grant the unassigned territory to another party.

We impose no restriction on customers within your Territory that you may serve at your Franchised Business. However, you may not sell or offer to sell Services through any wholesale, e-commerce, or other alternative channel of distribution besides the retail operation of your Franchised Business.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2	10 years.
b. Renewal or extension of the term	Section 2.3	If you are in good standing and you meet our specified conditions, including signing our then-current franchise agreement, you may renew for one additional term equal to the then-current term being offered new franchisees coming into our franchise system at that time. If you do not sign a new franchise agreement before expiration of the term of your franchise agreement than the existing agreement shall be deemed to (1) have expired with you

Provision	Section in Franchise Agreement	Summary
		operating without a franchise; or (2) be continuing on a month-to-month basis ("Interim Period") until one party provides the other with written notice of the party's intention to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of notice.
c. Requirements for you to renew or extend	Section 2.3 and 2.4	You have notified us of your intent to renew at least 6 months in advance; you have signed our then-current form of franchise agreement, which may have materially different terms and conditions than your original Franchise Agreement; you have refurbished and upgraded your Office, Warehouse and vehicles to our then-current specifications; you have satisfied all monetary obligations owed by you to us, our affiliates and your suppliers; you, your Operating Principal, and designated employees have completed our then-current training requirements; you have substantially complied with the Franchise Agreement during the term; no Event of Default (as defined in the Franchise Agreement) or event which, with the giving of notice or passage of time or both, would become an Event of Default, exists; you have not received 3 or more Event of Default notices during the term of your Franchise Agreement; and you have paid us renewal fee of $1,500. You must sign our then-current Renewal Amendment to Franchise Agreement, which includes a general release, the current form of which is attached as an exhibit to the Franchise Agreement.
d. Termination by you	None	Not applicable.
e. Termination by us without cause	None	Not applicable.
f. Termination by us with cause	Section 12 Section 8 of Multi-Territory Development Addendum	We can terminate only if you default (see (g) and (h) below). We can immediately terminate the Franchise Agreements for any territories in which you have not commenced operations if any other Franchise Agreement in which you commenced operations is terminated.
g. "Cause" defined – curable defaults	Section 12	You have (A) 10 days after written notice to cure the non-payment of any amounts owed to us or our affiliates or your failure to make sufficient funds available to us; (B) 24 hours to cure non-compliance with any law, regulation or ordinance which results in a threat to the

Provision	Section in Franchise Agreement	Summary
		public's health or safety; (C) the cure period allowed by any supplier to pay such supplier all non-contested obligations; and (D) 20 days to cure a failure to comply with any other provision of the Franchise Agreement not described above or in (h) below.
h. "Cause" defined non-curable defaults	Section 12	You make a material misrepresentation to us; you fail to permit us to inspect or audit your books and records; you fail to timely file reports 3 times in 12 months; you, your Operating Principal, or your designated employees fail to satisfactorily complete our initial training program within 120 days of signing your Franchise Agreement; you fail to begin operating your Franchised Business within 120 days of signing your Franchise Agreement; you suspend operations of your Franchised Business for more than 5 days without our consent unless we determine, that the failure was beyond your control; you misuse the Marks; non-permitted disclosure of Proprietary Information by you or your disclose; you become insolvent or bankrupt; you or any of your owners or officers or directors is convicted of a crime involving moral turpitude or consumer fraud or any other crime or offense which impairs the goodwill associated with the Marks; you or any of your Owners violates the transfer provisions of the Franchise Agreement; you or any of your owners violates the noncompete covenants of the Franchise Agreement; you default under any other agreement, including any other franchise agreement, with us or our affiliates if the default would permit the termination of that agreement; failure to transfer interest in Franchise Agreement within 180 days after the date of death or appointment of a personal representative or trustee; breach or Franchise Agreement 3 or more times in any 18-month period, regardless of if breaches have been cured; withhold our access to systems that we need to access to determine Gross Sales, revoke our authorization to debit your account for amounts you owe us or stop payment,.
	Section 7 - Multi-Territory Development Addendum	If Franchise Agreement includes a Multi-Territory Development Addendum and we terminate the Franchise Agreement because you miss the development deadline or for any other reason after you commence operations, we can also terminate all other Franchise Agreements where operations have not been commenced.

Provision	Section in Franchise Agreement	Summary
i. Your obligations on termination/ non-renewal	Section 13	Pay all amounts due to us and our affiliates; discontinue use of the Marks, copyrights, and the System; return Proprietary Information, personal data, and Manuals; refrain from disclosing Proprietary Information; cancel assumed name registration; transfer telephone number; post office boxes, and directory listings; provide us with an opportunity to purchase certain goods and to assume your lease; complete de-identification of Franchised Business; promote a separate identity; and comply with noncompete covenants.
j. Assignment of contract by us	Section 16	No restriction on our right to assign.
k. "Transfer" by you – definition	Section 14	Includes transfer of any interest in the Franchise Agreement, the license to use the System and the Marks, the Franchised Business or substantially all of the assets of the Franchised Business, or any interest in the ownership of you (if you are an Entity).
l. Our approval of transfer by you	Section 14.1	We have the right to approve all transfers, but will not unreasonably withhold our approval.
m. Conditions for our approval of transfer	Section 14.4	All of your monetary obligations are satisfied; you are not in breach; sign our then current Conditional Consent to Transfer Agreement, which includes a general release, the current form of which is attached as Exhibit G to this Disclosure Document; you agree to noncompetition provisions and obligations relating to confidentiality; you remain liable for obligations incurred or arising prior to the transfer; you pay us the Transfer Fee; new franchisee agrees to discharge all of your obligations; new franchisee qualifies, meets training requirements and signs then-current franchise agreement; new franchisee upgrades the Franchised Businesses to our then-current specifications; new franchisee covenants to continue to operate under the Marks and the System; new franchisee's owners execute our then-current form of personal guarantee; sale must include all material assets of the Franchised Business.
n. Our right of first refusal to acquire franchisee's business	Section 14.2	We can match any offer for your Franchised Business, the Franchised Business' assets, or any ownership interest, except for certain transfers to spouses, children, or existing owners.

Provision	Section in Franchise Agreement	Summary
o. Our option to purchase your business	Sections 15	After the Franchise Agreement terminates or expires, we can purchase any or all of the assets of the Franchised Business for the fair market value of the assets, less any amounts then owing to us. We also have the right to assume your lease for the location of your Franchised Business.
p. Death or disability of you	Section 18 and 19	Executor or representative must apply for our consent to transfer your interest to a third party and must complete the transfer within 180 days.
q. Non-competition covenants during the term	Section 20	No involvement in any business that offers products or services relating to the sale or installation of epoxy or other garage floor coatings at any location by any means including, sales via the Internet or catalogs ("Competitive Business"), or that grants franchises or licenses for a Competitive Business; no diverting customers or potential customers to any Competitive Business; no acts injurious to our goodwill. (Subject to applicable state law)
r. Non-competition covenants after the Franchise Agreement is terminated or expires	Section 20	For 18 months after the expiration or termination of your Franchise Agreement, you may not be involved in any Competitive Business within your Territory, including from any location out of which you operated the Franchised Business, or any immediately adjacent and contiguous territories licensed to other Granite Garage Floors franchisees. This includes soliciting or diverting any business or customers to a competitor, or owning, operating, managing, or having any direct or indirect interest in any Competitive Business within the restricted area. (Subject to applicable state law)
s. Modification of the agreement	Section 34	Except for modifications to the Manuals, no modifications unless agreed to in writing by both parties.
t. Integration/ merger clause	Section 34	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 24	Except for certain claims, all disputes must first be submitted to mediation. If the mediation is unsuccessful, the dispute must be arbitrated. The mediation and arbitration will be in the city of our principal office, which is currently Cleveland, Ohio. (Subject to applicable state law)
v. Choice of forum	Section 24	In most cases, litigation must be brought in the state or federal court located in Cleveland, Ohio, or if those courts do not have jurisdiction, then in a court of

Provision	Section in Franchise Agreement	Summary
		competent jurisdiction within Cuyahoga County, Ohio. (Subject to state law)
w. Choice of law	Section 24	Ohio law applies. (Subject to applicable state law)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchises at this time.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, 2025, there were 26 franchises operating 57 territories in the Granite Garage Floors franchise system. The chart immediately below reflects historical Gross Sales information for the 12-month period ended December 31, 2025 (the "Reporting Period") for 24 Granite Garage Floors franchises operating 55 territories which reported Gross Sales for all 12 months in the Reporting Period, which constitutes all Granite Garage Floors franchises that operated for the entire Reporting Period. The first of these franchises opened in 2011 and the most recent opened in 2024. We have excluded 2 franchises operating 2 territories that did not operate for the entire Reporting Period as these 2 franchises opened in 2025. No franchises permanently closed as a Granite Garage Floors franchise in 2025.

We have broken this Item 19 into 3 sections. Section A provides Gross Sales information for the Reporting Period for the 24 Granite Garage Floors franchises operating 55 territories, as discussed above. Section B provides this same information by quartile ranking these franchises by Gross Sales in descending order. The average and median Gross Sales information in this Section is for those franchises in each quartile. Section C provides this same Gross Sales information but separates the franchises by date opened as a Granite Garage Floors, providing the information for those franchises that had been open for more than 8 years as a Granite Garage Floors, more than 5 but less than 8 years, and less than 5 years, all as of December 31, 2025.

2025 FRANCHISE GROSS SALES

SECTION A – TOTAL FRANCHISE GROSS SALES

	Gross Sales
Average Gross Sales	$729,404
Highest Gross Sales	$3,319,271
Lowest Gross Sales	$23,755
# / % of Franchises At or Above Average Gross Sales	10 / 24 (42%)
Median Gross Sales	$488,974

SECTION B – FRANCHISE GROSS SALES INFORMATION BY QUARTILE

First Quartile	Gross Sales	# of Territories
Franchise No. 1	$3,319,271	5
Franchise No. 2	$1,490,492	5
Franchise No. 3	$1,316,932	7
Franchise No. 4	$1,302,908	5
Franchise No. 5	$1,069,674	1
Franchise No. 6	$1,043,325	2
Average Gross Sales: $1,590,434		
# / % of Franchises At or Above Average Gross Sales: 1 / 17%		
High/Low Gross Sales: $3,319,271 / $1,043,325		
Median Gross Sales: $1,309,920		
Second Quartile	**Gross Sales**	**# of Territories**
Franchise No. 7	$983,219	1
Franchise No. 8	$895,818	3
Franchise No. 9	$818,638	1
Franchise No. 10	$731,844	6
Franchise No. 11	$527,450	1
Franchise No. 12	$514,906	1
Average Gross Sales: $745,313		
# / % of Franchises At or Above Average Gross Sales: 3 / 50%		
High/Low Gross Sales: $983,219 / $514,906		
Median Gross Revenue: $775,241		
Third Quartile	**Gross Sales**	**# of Territories**
Franchise No. 13	$463,041	1
Franchise No. 14	$417,955	1
Franchise No. 15	$417,176	2
Franchise No. 16	$401,787	1
Franchise No. 17	$372,493	1
Franchise No. 18	$332,046	4
Average Gross Sales: $400,750		
# / % of Franchises At or Above Average Gross Sales: 4 / 67%		
High/Low Gross Sales: $463,041 / $332,046		
Median Gross Sales: $409,482		

Fourth Quartile	Gross Sales	# of Territories
Franchise No. 19	$316,058	2
Franchise No. 20	$280,551	1
Franchise No. 21	$256,116	1
Franchise No. 22	$145,643	1
Franchise No. 23	$64,600	1
Franchise No. 24	$23,755	1
Average Gross Sales: $181,120		
# / % of Franchises At or Above Average Gross Sales: 3 / 50%		
High/Low Gross Sales: $316,058 / $23,755		
Median Gross Sales: $200,879		

SECTION C – 2025 FRANCHISE GROSS SALES INFORMATION BY YEAR OPENED

Franchises open more than 8 years	Gross Sales	# of Territories
2011 (Year Opened)	$3,319,271	5
2013	$1,490,492	5
2013	$1,316,932	7
2013	$1,302,908	5
2014	$731,844	6
2017	$1,069,674	1
2017	$983,219	1
Average Gross Sales: $1,459,192		
# / % of Franchises At or Above Average Gross Sales: 2 / 29%		
High/Low Gross Sales: $3,319,271 / $731,844		
Median Gross Sales: $1,302,908		
Franchises open 5 to 8 years	**Gross Sales**	**# of Territories**
2018	$372,493	1
2018	$316,058	2
2019	$1,043,325	2
2019	$818,638	1
2020	$401,787	1
Average Gross Sales: $590,460		
# / % of Franchises At or Above Average Gross Sales: 2 / 40%		
High/Low Gross Sales: $1,043,325 / $316,058		
Median Gross Sales: $401,787		

Franchised Businesses Open More Than 1 Year but less than 5 years	Gross Sales	# of Territories
2022	$417,955	1
2022	$256,116	1
2023	$463,041	1
2023	$332,046	4
2023	$280,551	1
2023	$145,643	1
2023	$64,600	1
2023	$23,755	1
2024	$895,818	3
2024	$527,450	1
2024	$514,906	1
2024	$417,176	2
Average Gross Sales: $361,588		
No./% of Franchises At or Above Average Gross Sales: 6 / 50%		
High/Low Gross Sales: $895,818 / $23,755		
Median Gross Sales: $374,611		

NOTES:

1. "Gross Sales" means and includes all revenues and income from whatever source derived and/or received by the Franchised Business, whether received in cash, in services, in kind, from barter and/or exchange, on credit or otherwise. Deducted from Gross Sales are rebates or promotional allowances paid in connection with a franchises purchase of equipment or supplies from Gross Sales, refunds, charge backs, credits and allowances to customers, but only if the item was previously included in Gross Sales. Additionally deducted from Gross Sales is the amount of all sales tax receipts or similar tax receipts separately stated when the customer is charged and the amount is timely paid to the appropriate taxing authority so long as the taxes were previously included in Gross Sales..

2. The dollar amounts shown in the charts above have been rounded to the nearest dollar and the percentages to the nearest whole percent.

3. The information contained in this Item 19 is based upon Gross Sales information reported to us by the franchises.

4. The above figures, which reflect Gross Sales, not profits, were calculated based upon information reported to us by our franchisees. The figures do not reflect all costs of sales, operating expenses or other costs and expenses that must be deducted from the Gross Sales figures to obtain net income or profit.

5. **Some outlets have sold these amounts. Your individual results may differ. There is no assurance that you will sell as much.**

6. Upon your written request, we will make available to you written substantiation of the data used in preparing this data.

Other than the preceding financial performance representation, Granite Garage Floors Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or

representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Kelli Schroeder, 17700 St. Clair Avenue, Cleveland, Ohio, 44110, (617) 997-4729; the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

All information in the tables below is as of December 31 of the applicable year. For purposes of the Tables in this Item 20, each franchisee's Territory under a Franchise Agreement is considered a "Franchised Outlet."

Table No. 1
Systemwide Outlet Summary
For Fiscal Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	14	44	+30
	2024	44	55	+11
	2025	55	57	+2
Company-Owned	2023	1	0	-1
	2024	0	0	0
	2025	0	0	0
Total	2023	15	44	+29
	2024	44	55	+11
	2025	55	57	+2

Table No. 2
Transfers of Outlets from Franchisees to New Owners
For Fiscal Years 2023 to 2025

State	Year	Number of Transfers
Florida	2023	0
	2024	1
	2025	0
Texas	2023	1
	2024	0
	2025	0
Total	2023	1
	2024	1
	2025	0

Table No. 3
Status of Franchised Outlets
For Fiscal Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
AZ	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
CA	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
CO	2023	1	4	0	0	0	0	5
	2024	5	4	0	0	0	0	5
	2025	5	0	0	0	0	0	5
FL	2023	3	3	1	0	0	0	5
	2024	5	2	0	0	0	0	7
	2025	7	0	0	0	0	0	7
GA	2023	0	5	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
KS	2023	1	1	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
KY	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
MA	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
MD	2023	1	6	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
MO	2023	0	3	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
NE	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
NC	2023	2	3	0	0	0	0	5
	2024	5	5	0	0	0	0	10
	2025	10	0	0	0	0	0	10

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
SC	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
TN	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	0	0	0	0	0	3
TX	2023	1	4	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
VA	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
WA	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Total	2023	14	31	1	0	0	0	44
	2024	44	11	0	0	0	0	55
	2025	55	2	0	0	0	0	57

Table No. 4
Status of Company-Owned Outlets
For Fiscal Years 2023 to 2025

State	Year	Company-Owned Outlets at Start of Year	Company-Owned Outlets Opened	Company-Owned Outlets Reacquired from Franchisee	Company-Owned Outlets Closed	Company-Owned Outlets Sold to Franchisee	Company-Owned Outlets at End of the Year
Georgia	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened as of December 31, 2025	Projected New Franchised Outlets in 2026	Projected New Company-Owned Outlets in 2026
FL	0	3	0
IL	0	3	0
IN	0	1	0
MI	0	2	0

State	Franchise Agreements Signed But Outlet Not Opened as of December 31, 2025	Projected New Franchised Outlets in 2026	Projected New Company-Owned Outlets in 2026
MO	0	1	0
OH	0	1	0
SC	1	1	0
TX	0	3	0
Totals	1	15	0

Current and Former Franchisees. We have attached as Exhibit F a list of the names of all current Granite Garage Floors franchisees as of December 31, 2025 and the address and telephone number of their Franchised Businesses. The name, city, state, and telephone number of every franchisee who had a unit terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during our fiscal year ended December 31, 2025 or has not communicated with us within 10 weeks of the Disclosure Document issuance date, are listed in Exhibit F. There are no franchisee on this list.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Agreements. During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

Trademark–Specific Franchisee Organizations. As of the date of this Disclosure Document, there are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21
FINANCIAL STATEMENTS

Included as Exhibit C are the audited consolidated financial statements of our parent, HS Group Holding Company, LLC, for the years ended December 31, 2025 and 2024 and 2023. We have also included the unaudited Balance Sheet and Income Statement of HS Group Holding Company, LLC, as of, and for the period ended, February 28, 2026. Our parent, HS Group Holding Company, LLC guarantees our performance under the Franchise Agreement

ITEM 22
CONTRACTS

The following sample contracts are included in this Disclosure Document:

Exhibit A Franchise Agreement, including exhibits

Exhibit G Conditional Consent to Transfer

ITEM 23
RECEIPT

Attached as the last two pages of this Disclosure Document are copies of the Receipt which you must sign. One signed copy of the Receipt must be returned to us, as provided on the Receipt.

EXHIBIT A

FRANCHISE AGREEMENT



FRANCHISE AGREEMENT between GRANITE GARAGE FLOORS FRANCHISING, LLC

and

_____

DATE: _____

GGF # - _____

GRANITE GARAGE FLOORS FRANCHISE AGREEMENT

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EXHIBITS

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B. Franchise Compliance Questionnaire

C. Guaranty Agreement

D. Electronic Funds Transfer Authorization

E. Franchise Option Amendment

F. Promissory Note

G. Renewal Amendment

H. Novation Agreement

I. Multi-Territory Development Addendum

J. Spousal Non-Disclosure and Non-Competition

GRANITE GARAGE FLOORS FRANCHISING, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made by and between **GRANITE GARAGE FLOORS FRANCHISING, LLC**, a Georgia limited liability company, with its principal place of business at 17700 Saint Clair Avenue, Cleveland, Ohio 44110 (hereinafter "Franchisor" or "GGF" or "we" or "us" or "our"), and _____, an individual or a corporation/limited liability company established in the State of _____ with a primary residence or principal place of business at _____ (hereinafter "Franchisee" or "you" or "your") and, if Franchisee is a partnership or other business entity, "you" or "your" includes the individual partners, shareholders, or members of such entity

INTRODUCTION

Franchisor owns certain trade names, trademarks, service marks, e-names, trade dress, logos, symbols, proprietary marks, and other indications of origin, including but not limited to the word mark "Granite Garage Floors" and such other trade names, trademarks, service marks, e-names, trade dress, proprietary marks, associated logos and symbols as are now or hereafter designed by us (and as may hereafter be designated by us in writing to you) (collectively, the "Licensed Marks") and has developed a plan and system for the operation of a business selling, installing, servicing and refurbishing concrete garage floors with an epoxy coating (the "System"). Franchisor desires to grant a right to qualified franchisees to use the System and the Licensed Marks to develop and operate a business that sells, installs, services and refurbishes concrete garage floors with an epoxy coating and that provides other related services (the "Franchise"). Franchisee, by entering into this Agreement, has agreed to purchase a license to operate a Franchised Business and is prepared to operate the Franchised Business in accordance with the terms of this Agreement and the policies and procedures established by Franchisor and updated by it from time-to-time.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Franchise.

1.1 Subject to all of the terms and conditions of this Agreement, we license to you the right and obligation to operate a Franchise utilizing the System and the Licensed Marks (the "Franchised Business") within the geographic area described in Exhibit A (the "Territory"), attached hereto and made a part hereof by this reference.

2. Term and Renewal.

2.1 This Agreement shall take effect in accordance with Section 39 below (the "Effective Date") and shall continue for a period of ten (10) years thereafter (the "Term"), unless terminated earlier pursuant to Section 12.

2.2 You may be eligible to renew your Franchise to operate the Franchised Business if you meet all conditions of renewal set forth in Section 2.3.

2.3 You must notify us that you intend to seek renewal of the Franchise by providing written notice not less than six (6) months prior to the expiration of the Term. Failure to provide the required notice shall act as a waiver of your option to renew.

2.4 You may be eligible to renew the Franchise if you:

(a) Provide us with the notice required under Section 2.3;

(b) Are not in default under this Agreement, or any other agreement ancillary hereto;

(c) Have not received three (3) or more notices of default during the Term, regardless of whether you cured the default(s);

(d) At the time when you are offered a franchise agreement under subsection (f) below, have paid all Continuing Royalties, fees, and any other amounts due and owing to us and any of our affiliates;

(e) Are not in default beyond the applicable cure period with us or any of our affiliates or any of your vendors or suppliers;

(f) Enter into the then-current form of franchise agreement offered by us, which may contain terms different from those contained herein including, but not limited to, different performance standards, renewal terms, royalty structures or fees, and territory, along with the Renewal Amendment attached as Exhibit G; and

(g) Pay the renewal fee of one thousand, five hundred dollars ($1,500). If you are renewing more than one Franchise on or about the same date, Franchisor may, in its sole discretion and subject to applicable state and federal laws, charge a single renewal fee for all of the Franchises you are renewing.

(h) If Franchisee does not sign a new franchise agreement prior to the expiration of the Term of this Agreement, and Franchisee continues to accept the benefits of this Agreement thereafter, then at the option of Franchisor, this Agreement shall be deemed to: (1) have expired as of the date of its stated expiration, with Franchisee then operating without a Franchise and in violation of Franchisor's rights; or (2) be continuing on a month-to-month basis (the "Interim Period") until one party provides the other with written notice of such party's intention to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of such notice to terminate the Interim Period. Notwithstanding anything set forth herein to the contrary, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if the Term of the Franchise had not expired and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

3. Territory.

You shall receive a Territory, as described on Exhibit A, in which to operate the Franchised Business.

3.1 For so long as you are not in default of this Agreement or any other agreement with us, we shall not operate, or grant any other party the right to operate, a business that sells, installs, services and refurbishes concrete garage floors with an epoxy coating under the Licensed Marks, the physical premises of which is in the Territory.

3.2 Franchisee acknowledges that the foregoing restriction does not prevent Franchisor or its affiliates from any activity not specifically set forth in such restrictions, including:

(a) Operating, or allowing others to operate, similar or identical businesses that are physically located outside the Territory, whether under the Licensed Marks or other trade or service marks, even if the businesses compete with your Franchised Business;

(b) Operating, or allowing others to operate, businesses located inside the Territory under the Licensed Marks or other trade or service marks that do not compete with your Franchised Business;

(c) Selling products to third parties even if the same or similar products are sold or provided to you for use or resale in the Franchised Business, whether the third parties are located in the Territory or otherwise and whether under the Licensed Marks or other trade or service marks;

(d) Selling goods or services, or granting others the right to sell goods or services, through other distribution channels (including the Internet, catalog sales, telemarketing, or other direct marketing),

regardless of whether those goods or services are similar to or competitive with those sold by your Franchised Business or are sold using the Licensed Marks or other trade or service marks, or are sold inside or outside the Territory;

(e) Advertising, or authorizing others to advertise, in any location while using the Licensed Marks, including inside and outside of the Territory;

(f) Acquiring businesses that are similar to or competitive with your Franchised Business; and

(g) Selling all or substantially all, of Franchisor's assets to any third party regardless of whether such third party operates, or franchises the operation of businesses similar to your Franchised Business.

3.3 You may not relocate the Franchised Business outside the Territory. You may not market or advertise the Franchised Business outside the Territory. You may not provide services for customers physically located outside the Territory without our prior written permission, which may be arbitrarily withheld. You may not sell or provide services at wholesale or through other networks of distribution outside your Territory. We will not permit you to provide services for any customer physically located within the territory assigned to another franchisee, or to an affiliate of ours performing services under the Licensed Marks. If you are servicing a customer physically located outside the Territory and we grant a territory to another franchisee which includes that customer's location, then you must cease servicing such customer once any existing orders or contracts are completed, and immediately provide all information regarding the customer to the franchisee who has purchased the territory so they can properly and timely service such customer. You shall receive no compensation for such cessation of service or information delivery. If you fail to observe these terms and conditions, we have the right to immediately terminate this Agreement.

4. Training and Operating Support.

4.1 Initial Training. Franchisor shall provide, at a location of its choice, which may be virtually, an initial training program, the timing and requirements of which may vary depending on Franchisee's experience and Franchisor's current standards (the "Initial Training Program"). You or your majority owner if you are a business entity (the "Operating Principal"), and any General Manager must complete the Initial Training Program to our satisfaction within one hundred twenty (120) calendar days after the Effective Date, unless otherwise approved by us in writing. The Initial Training Program will be provided without charge for up to two (2) attendees, attending together, one of whom must be the Operating Principal and the second of whom should be a manager or technician. Any additional attendees, whether attending together or separately, will be subject to Franchisor's then-current fee for attendees at the Initial Training Program. Travel and living expenses incurred by individuals attending training on Franchisee's behalf shall be the responsibility of Franchisee.

(a) If Franchisor has approved a General Manager to manage the Franchised Business, such manager must complete the Initial Training program to Franchisor's satisfaction in addition to the Franchisee or its Operating Principal.

(b) Failure to timely complete the Initial Training Program to our satisfaction is a material breach of this Agreement and gives us the right to immediately terminate this Agreement and retain all amounts you have paid to us. You are not required to attend the Initial Training Program if you are entering into this Agreement as a renewal of your Franchise.

(c) Following the commencement of operations of the Franchised Business, any new General Manager(s) must attend and satisfactorily complete such portions (or all) of the Initial Training Program as required by Franchisor within thirty (30) days of their start of employment or when they begin managing the Franchised Business, whichever is earlier. You may also request permission for your employees to attend the Initial Training Program scheduled for other franchisees. Franchisor will charge its current fee for such additional training, and Franchisee must pay the fee for such training prior to the beginning of such training. Travel and living expenses incurred by individuals attending training on Franchisee's behalf in connection with the Initial Training Program shall be the responsibility of Franchisee.

4.2 Additional Training. Franchisor may provide additional training to Franchisee from time-to-time, either at Franchisor's direction or upon request from Franchisee. Such training shall be held at a location determined by Franchisor or may be provided virtually. Franchisor will charge a registration fee or program fee for such training. Franchisee shall be responsible for all costs of attending such training, including travel, lodging, and meal expenses. All applicable fees for additional training must be paid prior to the time such training begins. If we provide training on-site at your location, you will be responsible for our costs and expenses, including travel, hotel/lodging, meals and transportation.

4.3 Additional Required Training. From time-to-time Franchisor may require Franchisee and its management employees, including its General Manager, to undergo certain training on various topics, including operations, new procedures, or new product or service offerings and ongoing certifications or recertifications on various topics related to the Franchised Business. Such training shall be held at a location determined by Franchisor or may be provided virtually. Franchisor will charge a registration fee or program fee for such training. Franchisee shall be responsible for all costs of attending such training, including travel, lodging, and meal expenses. All applicable fees for required training must be paid prior to the time such training begins. If we provide training on-site at your location, you will be responsible for our costs and expenses, including travel, hotel/lodging, meals and transportation.

(a) If Franchisee fails to provide services that meet Franchisor's standards, specifications, or procedures, Franchisor shall have the right to assign such person or persons that it deems necessary to provide additional training to Franchisee or its personnel to assure that such standards of quality and service are maintained. Franchisor will charge a registration fee or program fee for such training. Franchisee shall be responsible for all costs of attending such training, including travel, lodging, and meal expenses. If we provide training on-site at your location, you will be responsible for our costs and expenses, including travel, hotel/lodging, meals and transportation.

4.4 Conventions. We may, at our option, from time-to-time conduct conventions or host meetings of some or all of our franchisees ("Conventions"). The duration, curriculum and location of the Conventions will be determined by us, in our sole discretion. You are required to pay the then-current registration fee for one (1) person to attend each Convention, regardless of whether you attend the Convention. You may choose to send more than one person to each Convention, subject to attendance limitations imposed by us, and you will be required to pay the then-current registration fee for all such additional attendees. You are solely responsible for all of the expenses incurred in connection with attending the Conventions, including, without limitation, travel, transportation, hotel/lodging, food/meal expenses and wages. If you own more than one Franchised Business, you will only be charged the mandatory registration fee once.

4.5 Digital Marketing Services. You may purchase from us digital marketing services, which include reporting, keyword tracking, blog posts, digital strategy, business profile management and posting, and AI-assisted market analysis, research, and content optimization. We also offer add-on tools for those digital marketing services. You may also purchase digital lead generation services from us. If you request these services, you must pay us the then-current fees for such services at the times and in the manner we specify.

4.6 Ongoing Support. Franchisor will be available during normal business hours, and without charge to Franchisee, to provide Franchisee with reasonable telephone and email support on operating issues concerning the Franchised Business. We may decide to provide you with on-site extended assistance upon your specific request. You will be responsible for our costs and expenses, including travel, hotel/lodging, meals and transportation. You must also pay a fee of $500 per day for each employee providing on-site assistance (the "Consulting Fee").

4.7 Inspections. We may periodically inspect the operation of your Franchised Business and advise you of its results. We may provide you with a written action plan that you must carry out after each inspection. We may also decide to provide you with on-site extended assistance. You will be responsible for our costs and expenses, including travel, hotel/lodging, meals and transportation. You must also pay the Consulting Fee.

4.8 Payment Processing Services. You must obtain payment processing services from us. You must have at least one account for processing credit cards and other forms of electronic payment. If you have multiple bank accounts for paying or receiving payment, you must have one account per bank account. You must pay all charges of Franchisor for this service, including any monthly fees or per transaction fees, at the time and in the manner required by Franchisor.

4.9 Phone and Messaging Services. You may obtain phone and text message services from us. You may purchase from us a phone number and text message services at our then-current charges. Charges for these services shall be payable at the times we specify and by the method we specify.

4.10 Customer Assistance and Marketing Services. From time-to-time we may offer to provide you various services, tools or other items that you may use to market your Franchised Business and its services and to assist customers of the Franchised Business. As of the Effective Date, these services include the use of agentic customer solicitation and assistance technology to solicit new customers and service existing customers, the provision of a tool you can use to create emails marketing new customers, and marketing postcards. If you would like to use these services, technology, tools or other items you must pay us our then-current charges at the times and by the payment method we specify. We may terminate our provision of any or all of these services, technology, tools or other items at any time.

4.11 Demonstration Kits and Product Samples. We will sell to you Demonstration Kits and product samples for inclusion in this Kit. You shall pay our then-current costs for the Kit and product samples. You must maintain at least one fully stocked Demonstration Kit for use in your Franchised Business at all times. All such amounts shall be paid to us at the times and by the method we may specify.

4.12 Confidential Manual(s). Franchisor shall provide to Franchisee, solely in electronic form, one or more manuals for use in the Franchised Business, which manuals may consist of brand standards, operations, and customer service manuals or otherwise (the "Manual(s)"). The Manual(s) are not to be copied in whole or in part, shall remain the property of Franchisor, and shall always be safely secured. Franchisee shall at all times use and reference only the most current or updated Manual(s). Franchisor may, from time to time, add to or modify some or all of the Manual(s) to supplement or to improve the System as it determines in its sole discretion.

4.13 Forms and Templates. Franchisor may provide to Franchisee various example forms and templates Franchisee may use in the operation of the Franchised Business. Franchisor makes no representation or warranty as to whether any such forms or templates meet the legal requirements of the jurisdiction in which you do business. Franchisee acknowledges that it is Franchisee's responsibility to modify such forms and templates to meet all laws and regulations applicable to the Franchised Business. Franchisor may from time to time update the forms and templates provided to Franchisee. Upon provision of an updated form or template to Franchisee, Franchisee must immediately discontinue use of any prior version and only use the new version of the form or template thereafter.

4.14 Level of Services. Franchisor is not obligated to perform any services to Franchisee's particular level of satisfaction, but as a function of Franchisor's experience, knowledge, and judgment. In addition, Franchisor shall have the right to subcontract or delegate any of its duties and responsibilities under this Agreement; provided, however, Franchisor shall be responsible for the performance of such duties, notwithstanding such subcontract or delegation, to the same extent as if Franchisor had not subcontracted or delegated such duties, unless such subcontract or delegation is in connection with an assignment pursuant to Section 18.

4.15 Franchise Advisory Council. We may create an advisory council of Granite Garage Floors franchisees ("Franchise Advisory Council") to advise us on various issues and strategies. The Franchisee Advisory Council will have only an advisory role, but no operation or decision-making power. We may change the structure and process of the Franchise Advisory Council or end the Franchise Advisory Council at any time.

5. Operation of the Franchised Business

You shall operate the Franchised Business in accordance with high standards of quality, appearance and operation. For the purpose of enhancing the public image and reputation of the System and for the purpose of increasing the demand for services and products provided by System franchises and us, you hereby agree as follows:

5.1 Opening. You must open the Franchised Business no later than one hundred twenty (120) days from the Effective Date. If this Agreement is signed as part of the purchase of multiple territories, then you may be required to sign the Multi-Territory Development Addendum, attached hereto as Exhibit I and your deadline to open the Franchised Business will be set forth in the Addendum. If you fail to timely open your Franchised Business we have the right to terminate this Agreement and in such case retain all amounts you have paid to us and our affiliates.

(a) You must operate the Franchised Business from an office located inside your Territory and such office location must be selected by you and approved by us prior to opening. If we approve in writing, your office may be located at your personal residence. If you own and operate more than one Franchised Business, we may consent to you operating from an office located in an adjacent and contiguous Territory, provided you demonstrate to our satisfaction that such location will not impair your ability to service customers in the Territory. You may not change your office location without our prior written approval.

(b) Before opening the Franchised Business, you shall, at your sole expense, furnish to us for approval, certifications from all governmental authorities having jurisdiction over the Franchised Business that all necessary permits and licenses have been obtained and that all requirements for operation of the Franchised Business have been met.

5.2 Vehicles. Before opening the Franchised Business, you shall purchase or lease at least one (1) vehicle that is specifically approved by us as to make and model. This vehicle must meet all of our standards and specifications, including that it be painted and/or wrapped with graphics and decals according to our specifications. You must purchase the wrap for the vehicle from us, our affiliate, or an authorized vendor. The interior of all vehicles will be outfitted according to our specifications. You shall continue to have at least one (1) approved vehicle at all times during the Term of this Agreement.

(a) At your sole expense, you shall maintain all vehicles used in the operation of the Franchised Business in good appearance and operating condition according to our specifications. You may not make any material alterations, additions, replacements or improvements to your vehicle(s) or to the fixtures, furnishings, signs and equipment we require. You shall make any material alterations, additions, replacements or improvements that we require at your sole expense. If your vehicle is more than five (5) years old, we may require you to replace the vehicle.

5.3 Management of the Business. You or your majority owner if you are an entity, must manage the Franchised Business on a full-time basis, unless we approve otherwise in writing. Our approval shall be conditioned, at a minimum, on your demonstrating, to our satisfaction, that you have adequate management in place to operate the Franchised Business according to our standards and specifications. If Franchisor approves you to have a manager for the Franchised Business, such manager shall be responsible for the general operation and management of the Franchised Business and for establishing, implementing, monitoring, and enforcing Franchisor's policies (the "General Manager").

5.4 Owners; Novation. If Franchisee is an entity, including a corporation, limited liability company or partnership, each owner of Franchisee as of the Effective Date, as well as any future owners, must sign Franchisor's then-current Guaranty at the time such individual becomes an owner of Franchisee. The current form of Guaranty is attached hereto as Exhibit C. If this Agreement is signed by an individual, then before opening the Franchised Business you shall, at your sole expense, establish a corporate entity (i.e., a C-corp, S-corp, LLC, etc.) of your choosing and provide us with all requested information regarding such entity. You shall also, at your sole expense, agree to amend, assign or novate this Agreement so that your corporate entity shall be the counterparty to this Agreement and the legal operator of the Franchised Business. A form of Novation Agreement is attached as Exhibit H.

5.5 Minimum Days/Hours. You must operate the Franchised Business at a minimum during the days of the week and hours of service specified by us, subject to applicable law.

5.6 Quality Service. You shall conduct the Franchised Business in accordance with our professional and ethical image which you acknowledge is an integral part of the System. You shall, at all times, adhere to the highest standards of integrity and ethical conduct in the operation of the Franchised Business and otherwise. You shall utilize your best efforts, skill, and diligence to ensure that you and your employees, contractors, and agents establish and maintain high quality service to all doing business with the Franchised Business, including customers and vendors. At all times, Franchisee shall conduct its business in a manner that will preserve and enhance the goodwill associated with the Licensed Marks and in accordance with the standards of Franchisor.

5.7 Products and Services. Franchisee shall not offer any products or services through the Franchised Business or under the Licensed Marks that are not approved by Franchisor. All such products and services must: (i)

meet Franchisor's standards and specifications, (ii) be a specific brand, kind or model, (iii) be purchased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased from a sole source supplier that we approve, which may be us or our affiliates. Franchisor reserves the right to add additional products and services which you must offer and further reserves the right to withdraw any products or services authorized by it. Franchisee may not use the Franchised Business to operate any other business, or offer any products or services, that have not been approved by Franchisor. Franchisee shall purchase and use such supplies, products, ingredients, furniture, fixtures, and equipment to offer any products or services that Franchisor may from time to time require.

(a) Franchisee shall set its own pricing for the products and services it offers in the Franchised Business; provided, however, Franchisee shall adhere to any minimum and maximum prices prescribed by Franchisor for services or products offered by Franchisee, along with any promotions, discounts and/or national pricing programs required by Franchisor, in accordance with applicable law.

(b) If you desire to purchase any services or products from suppliers that we have not previously approved, you or the supplier must submit a written request for such approval to us. As a condition of our approval, we may require that our representatives be allowed to inspect the supplier's facilities and/or that a sample of its product be made available to us or our designee for testing. You will be responsible for the cost of any testing or inspection that is required. Within sixty (60) days after we have received from you all information we require and we have completed any testing we believe is necessary, we will issue a decision in writing. Such decision may be a determination that additional time is needed to complete the review. Any denial will state the reasons. In the event we do not provide you with a written decision, the request shall be deemed denied.

5.8 Compliance with Specifications and Procedures. Franchisee acknowledges that the Manual(s) are designed to protect Franchisor's standards and System, and the Licensed Marks, and not to control the day-to-day operation of the Franchised Business or the employment practices of Franchisee. Franchisee shall comply with all rules, regulations, and directives specified by Franchisor as well as all mandatory standards, specifications, and procedures contained in the Manual(s), as amended from time to time, and shall adopt and adhere to the policies of Franchisor. Franchisor specifically reserves the right to modify or change such rules, regulations, and directives and to amend or update the Manual(s) in its sole discretion.

(a) You are solely responsible for all costs of compliance with modifications or changes to the System's rules, regulations and directives.

(b) The failure to comply with all of Franchisor's rules, regulations, and directives is a material breach of this Agreement.

5.9 ISP; Equipment. Franchisee must subscribe, at Franchisee's expense, to an Internet service provider or other electronic communication provider or service as required by Franchisor and that otherwise meets Franchisor's standards. Franchisee may not integrate, directly or indirectly, any third party software into the computer or other technology systems of Franchisor. Unless otherwise agreed by Franchisor, Franchisor shall have no obligation to integrate into its computer or other technology systems, any third party software used or otherwise requested by Franchisee.

(a) Franchisee shall only use Granite Garage Floors branded emails obtained from Franchisor in its communications with customers, suppliers or any other third parties, in the development, promotion and operation of the Franchised Business.

(b) Franchisee shall use all software and other systems specified or provided by Franchisor, an affiliate or any approved third party, for use in the operation of the Franchised Business, including, customer management, financial management, and any other software or systems specified or provided by Franchisor.

(c) Franchisor and its affiliates or vendors may issue credentials or other forms of access, licenses, or permissions to their systems and software. You will not share any credentials, licenses, permissions, passwords or other form of access to any software or systems with any third party. Franchisor shall have independent access to all data generated or stored in your computer systems and software,

excluding any employment records, and Franchisee shall provide Franchisor, upon request, with any passwords or login ability necessary to access all such software or systems.

(d) Franchisee may not authorize any third party, including, but not limited to, vendors, marketers and sales agents, to connect to any of Franchisor's systems or software without Franchisor's prior written approval.

(e) Franchisor may require that any and all communications between Franchisee and Franchisor be made through the Internet or such other electronic medium as Franchisor may designate, and Franchisee may be required to access the Internet or other electronic information on a regular basis to obtain full benefit of the System. Franchisee shall maintain a working email address to communicate with Franchisor.

(f) Franchisor is not liable for any damage to Franchisee including lost profits, which occur as a result of any outage or delay related to electronic transmission of information, whether by the Internet or otherwise, or as a result of Franchisee's failure to access the information. Franchisor may, in its sole discretion, make use of any information furnished by it to Franchisee.

(g) Franchisee will not devise, develop or implement any modifications or changes to any of the software or systems used by the Franchise System without Franchisor's prior written approval.

5.10 Privacy and Security. Franchisee shall comply with all standards, laws, rules, regulations, or any equivalent thereof relating to the possession, use, control, processing, transfer, sale and storage of all data, including personally identifiable information, sensitive personal information and financial information, data privacy, and data protection, including but not limited to, as applicable, the California Consumer Privacy Act, Cal. Civ. Code Section 1798.100 et seq. Franchisee must comply with any privacy policies, security protocols or policies, data protection protocols or policies and breach or incident response protocols or policies that Franchisor may periodically establish or revise. Franchisee shall take all action necessary to ensure that all payment processing activity is PCI-DSS compliant and shall certify compliance to Franchisor upon request. Franchisee shall comply with all of Franchisor's standards, practices, policies and protocols governing the selection and use of third-party vendors for compliance, technology, security or privacy. Franchisee shall comply with all protocols and practices, whether at the direction of Franchisor or a third-party approved by Franchisor or under applicable law, for protecting itself from disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders. Franchisee assumes all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories, and transactions concerning customers of the Franchised Business, unless otherwise directed by Franchisor. Franchisee waives any and all claims Franchisee may have against Franchisor or its affiliates, parents, vendors, agents and consultants as the direct or indirect result of such disruptions, failures, or attacks. If Franchisee suspects or knows of a security breach, Franchisee shall immediately give notice of such security breach and promptly identify and remediate the source of any compromise of security breach at its expense. Franchisee shall indemnify and hold harmless Franchisor from any suits, demands, actions, complaints, claims, investigations, fines, penalties, compliance actions and any other costs, including legal fees, compliance fees and damages, arising out of Franchisee's failure to comply with applicable data privacy or data security laws, regulations, standards, protocols or policies or any other matter addressed in this Section.

5.11 Mobile Applications. Franchisor may develop and provide one or more mobile technology applications for Franchisee's use in the operation of the Franchised Business. If Franchisor provides such applications, Franchisee shall use the applications and its functionality only as Franchisor shall specify and shall pay all fees or other charges required by Franchisor for use of the application.

5.12 Technology and Upgrades. Franchisee must subscribe to or obtain, and maintain and upgrade as needed, at Franchisee's expense, and use for communicating, reporting, managing, and operating the Franchised Business in the form and method prescribed by Franchisor, all hardware, software, systems and services selected and approved by Franchisor, including but not limited to computer equipment, mobile devices, point-of-sale software, field service software, accounting software, payment processing, security software and services, communications software and marketing software. Franchisee shall be responsible for all costs, fees and charges for the purchases, subscriptions, maintenance and improvements required by this Section. Franchisor will not integrate any third-party

software into its systems. For the avoidance of any doubt, Franchisor may require Franchisee to upgrade any technology used by Franchisee in the Franchised Business at any time and without regard to any expenditure or frequency limitations. Additionally, there shall be no limit on Franchisor's right to require Franchisee to replace its computer system, to replace or upgrade hardware or software used by Franchisee in the Franchised Business, or to require Franchisee to purchase additional hardware or software that Franchisor may select for use in the Franchised Business.

5.13 Changes. Nothing in this Agreement limits the frequency or cost of future changes to the System that Franchisor may require. Franchisee understands and agrees that Franchisor has no ability to identify with specificity the nature of these future general improvements or their expected cost and accepts the risk that future general improvements may be imposed that will require significant capital expenditures in an amount that is unknown on the Effective Date and that cannot be fully amortized over the period of time then remaining in the Term of this Agreement.

5.14 Programs. Franchisee must participate in, comply with all terms and conditions of, and pay all charges related to, all programs Franchisor may require Franchisee to participate in from time to time, including any gift card, gift certificate, rewards, coupon, customer satisfaction, or frequent customer, reciprocity, membership or loyalty programs. The terms and conditions of any such programs, as well as the programs themselves, may be modified or terminated at any time by Franchisor in its sole and absolute discretion. Franchisee shall comply with all policies related to any such programs. Franchisee shall not create or issue its own gift card, gift certificate, rewards, coupon, customer satisfaction, or frequent customer or other membership programs.

5.15 Provision of Information. Franchisee acknowledges and agrees that any and all information provided to Franchisee by Franchisor or any affiliate of Franchisor under this Agreement may be provided in such manner and by such media as Franchisor may determine, including, without limitation, by electronic and/or computer means. Franchisee also specifically agrees that Franchisor and any affiliate of Franchisor or any third-party supplier approved by Franchisor may communicate with Franchisee by fax, email, or other electronic communications.

5.16 Improvements. If Franchisee, during the Term of the Franchise, conceives or develops any improvements or additions to the System, including any new products, trade names, trade and service marks and other commercial symbols related to the Franchised Business, or any advertising, promotion, or marketing ideas related to the Franchised Business, or have any suggestions, comments or other feedback with respect to the System (collectively, "Improvements"), Franchisee shall fully disclose the Improvements to Franchisor without disclosure of the Improvements to others and shall obtain Franchisor's written approval prior to the use of such Improvements. Any such Improvement approved by Franchisor may be used by Franchisor and its affiliates and all other franchisees of Franchisor without any liability to you or obligation to Franchisee for royalties or other compensation. Franchisee shall assign to Franchisor, and hereby does assign to Franchisor, without charge, all rights to such Improvements, together with the goodwill associated with the Improvements, including the right to grant sublicenses to any such Improvements. Franchisor, at its discretion, may make application for and own copyrights, trade names, trademarks, and service marks relating to any such Improvements. Franchisor also may consider such Improvements as the property and trade secrets of Franchisor. Franchisor shall authorize Franchisee to utilize any Improvement authorized generally for use by other franchisees.

5.17 Franchisee Control. Franchisee acknowledges that it is responsible for the day-to-day operation of its Franchised Business, including hiring; setting the conditions of employment; supervising, discipline, and termination of all personnel; purchases or leases and maintenance of equipment and supplies; maintenance of employment records; and daily maintenance, safety, security, and the achievement of compliance with the System. Franchisor's ability to approve certain matters, to inspect the Franchised Business, and to enforce its rights, exists only to the extent necessary to protect its interest in the System and the Licensed Marks. Neither the retention nor the exercise of these rights is for the purpose of establishing any control, or the duty to take control, over those matters that are clearly reserved to Franchisee. Franchisee's employees are not Franchisor's agents or employees and Franchisor is not a joint employer of these individuals. Franchisee is solely responsible for performing all administrative functions at the Franchised Business, including payroll and providing workers' compensation insurance. Franchisee acknowledges that it is not economically dependent on Franchisor, and that Franchisor does not provide facilities, equipment, or house or transport Franchisee's employees or provide to Franchisee's employees tools or materials required for Franchisee's employees to perform services for Franchisee.

5.18 Taxes. Franchisee shall promptly pay when due all taxes levied or assessed by reason of its operation of the Franchised Business. Franchisee further shall secure and pay premiums on a workers' compensation policy covering all of its employees and, if applicable, shall pay all state unemployment taxes, state sales taxes, and all other taxes and expenses of operating the Franchised Business. In the event of any bona fide dispute as to the liability for any taxes assessed against Franchisee, Franchisee may contest the validity or amount of the tax in accordance with procedures of the taxing authority. In no event, however, shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant to occur against the Franchised Business, or any part thereof.

5.19 Customer Complaints. You shall promptly respond to any and all customer inquiries or complaints and achieve customer satisfaction through feasible means, including, but not limited to, refunds or corrective action, as well as take such other steps as may be required by us to ensure positive customer relations and maintain the goodwill and reputation of the System. At our sole discretion, Franchisor may intervene to address unresolved customer complaints or inquiries. You must reimburse us for all our costs associated with any such customer intervention.

5.20 Third-Party Actions. You will notify us, in writing, within twenty-four (24) hours of receipt of notice of the commencement of, or the threat of, any action, suit or proceeding against you, and of the issuance of or the threat of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which arises out of, concerns, or may affect the operation or financial condition of the Franchised Business, us, or the goodwill associated with the Licensed Marks including, without limitation, any criminal action or proceedings brought against you or by you against your employees, customers, or other persons. You agree that you will not commence any action, suit or proceeding that affects us, or the goodwill associated with the Licensed Marks, without our prior written approval.

5.21 Compliance with Laws. Franchisee shall comply with all laws and regulations applicable to its Franchised Business, including all zoning laws, licensing and permitting requirements, anti-discrimination laws, laws regarding the protection of private information, the Americans with Disabilities Act, and environmental and disposal laws.

5.22 Specifications and Suppliers. Unless Franchisor otherwise approves, the products, services, equipment, supplies, computer hardware, software and other technology systems (including but not limited to payment processing systems, mobile devices, point-of-sale software, field service software, accounting software, payment processing software, security software, communications software, marketing software, and electronic applications), insurance, and advertising and marketing materials, Franchisee uses in the operation of the Franchised Business must meet Franchisor's specifications as they may be provided to Franchisee from time to time. From time to time, Franchisor may provide Franchisee a list of approved suppliers of certain of these items or other items or services necessary to operate the Franchised Business. The approved source of supply for any individual item may be Franchisor, an affiliate of Franchisor, or an independent third party. Franchisor, an affiliate, or an unrelated third party may be the sole source of supply for an item. Franchisee acknowledges and agrees that Franchisor or its affiliates may derive revenue or other benefits based on Franchisee purchases and leases, including from charging Franchisee for products and services Franchisor or its affiliates provide to Franchisee, and from rebates, promotional allowances, volume discounts, and other payments made to Franchisor by suppliers that Franchisor approves for its franchise system. Franchisor and its affiliates may use all amounts received from suppliers, whether or not based on Franchisee's or other franchisees' actual or prospective dealings with them, without restriction for any purposes it deems appropriate. If you derive any revenue based on payments or promotional allowances received from suppliers and/or distributors, you must report to us the details of the arrangement and such revenue shall be included as part of your Gross Sales.

6. Fees.

6.1 Initial Franchise Fee. The initial franchise fee for the purchase of the Franchise is $50,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is due and payable in full upon your execution of this Agreement unless you are financing a portion of it, in which case you shall execute the Promissory Note attached as Exhibit F to this Agreement. The Initial Franchise Fee shall be deemed to have been earned by Franchisor upon the execution of this Agreement and shall not be refundable unless you have executed the Franchise Option Amendment attached as Exhibit G to this Agreement.

6.2 Technology Fee. You must pay our then-current monthly technology fee ("Technology Fee"), which as of the Effective Date of this Agreement is $650 per month. If you are purchasing your first Franchised Business we will provide you with four (4) Granite Garage Floors branded email licenses and a tenant account for the field service software we require you to use in your Franchised Business. If you are purchasing a second or contiguous territory or territories which do not require a second tenant account then Franchisor, in its sole discretion, may waive the Technology Fee for such second or additional contiguous territory or territories. If you want to purchase additional branded email licenses for use in your Franchised Business, then you must pay an additional $15 per month per email license.

6.3 Royalty. Starting with the month you begin operating the Franchised Business, you must pay us a monthly royalty fee (the "Royalty Fee"). The Royalty Fee is equal to six and one-half percent (6.5%) of your Gross Sales, as defined below, or the minimum royalty (the "Minimum Royalty") as specified in Section 6.4, whichever is greater. You begin operating in the month when you begin offering or selling products and services to customers. "Gross Sales" means and includes all revenues and income from whatever source derived and/or received by you from, through, by or on account of the operation of the Franchised Business, whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is received therefore) or otherwise. You may deduct rebates or promotional allowances paid to you in connection with your purchase of equipment or suppliers from Gross Sales. You may also deduct from Gross Sales the amount of any documented refunds, charge backs, credits and allowances given in good faith to customers by you, but only to the extent that such refunds, charge backs, credit and allowances are given on account of payments that were previously included in Gross Sales. You may deduct from Gross Sales the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to customers, if such taxes are separately stated when the customer is charged and if such taxes are timely paid to the appropriate taxing authority but only if such taxes were previously included in Gross Sales.

6.4 Minimum Royalty. Starting in the fourth month after you begin operating the Franchised Business, the Minimum Royalty as set forth below.

The Minimum Royalty each month is as follows:

Month	Minimum Monthly Royalty Payment
4 to 12	$500
13 to 24	$1,500
25 to the end of Term	$2,500

6.5 Brand Fund Fee. You shall pay us a "Brand Fund Fee" equal to two percent (2%) of your Gross Sales for the applicable month. The Brand Fund Fee with respect to each month is payable at the same time as the Royalty Fee. The Brand Fund Fee is non-refundable.

6.6 Additional or Changed Fees or other Amounts. You shall pay to us and any third parties approved by us, the then-current fees for any software, equipment, materials, products, services or other items that you purchase from us or any third party, or that you are required to purchase from us or any third party, or that we or any third party approved by us provides to you, under the System and in accordance with this Agreement. We can change or modify from time to time the equipment, supplies, materials, products, technology or other items that you use in your Franchised Business, and the prices charged for any of such items, and require you to use new items or services in your Franchised Business. You must comply with the foregoing and pay all fees and other amounts for such items or services, whether charged by us or a third party.

6.7 Increases. Franchisor shall have the right to increase any fees or other amounts charged under this Agreement, excluding the Royalty Fee, the Minimum Royalty and the Brand Fund Fee. Franchisor may not increase any required fee or amount more than once each calendar year and such increase shall not exceed ten percent (10%) of the then-current fee or amount. Adjustments are compounded annually and cumulative, including increases in any given year of greater than ten percent (10%) to adjust for prior years when no increase, or an increase of less than ten percent (10%), was implemented. Franchisor shall provide thirty (30) days' notice of any changes to fees or other amounts. The annual adjustment cap discussed above is not applicable to any fee that is "optional", meaning that it is charged by us for a service or product that you are not required to purchase under the terms of this Agreement. It also does not apply to fees or other charges where Franchisor or an affiliate are collecting fees or other amounts on behalf

of third-party suppliers. In these situations, we and any third party may increase these fees or other amounts without restriction.

6.8 Timing. Unless otherwise stated herein, all fees in this Agreement shall be due and payable beginning with the month in which the Franchised Business commences operation in the Territory.

7. Payments.

7.1 Electronic Funds Transfer. Franchisee shall remit all amounts due hereunder to Franchisor or its affiliates via electronic-funds transfer/direct debit or such other means as required by Franchisor. You must sign and deliver to us an irrevocable EFT Authorization in the form attached hereto as Exhibit D to enable our financial institution to debit your primary bank account in order to pay us all amounts due to Franchisor or its affiliates. Franchisee will, at all times during the Term of this Agreement, maintain a balance in its bank account sufficient to allow the appropriate amount to be debited from Franchisee's account for payment of all amounts due hereunder. All costs and expenses, including any resulting from the rejection by your bank of any electronic funds transfer, shall be your sole responsibility. The EFT Authorization is irrevocable and shall remain in effect until thirty (30) days after the termination or expiration of this Agreement.

7.2 Timing of Payment. The Royalty Fee, Technology Fee, Brand Fund Fee and all other fees shall, unless otherwise stated herein or as otherwise specified by Franchisor, be payable on or before the fifteenth day of each calendar month, beginning on the month following the first full month after the date we have determined that the Franchised Business has commenced operations. If the due date of any payment is not a business day, the due date shall be the next immediate business day. If this Agreement is entered into in connection with a renewal of the Franchise or transfer of the Franchised Business, then all fees and other amounts shall be payable beginning as of the Effective Date. Any other amounts owed to Franchisor or its affiliates shall be due and payable within ten (10) days following Franchisee's receipt of an invoice therefor. Franchisor reserves the right, upon thirty (30) days' prior notice to Franchisee, to change the frequency of payment of any fees or other amounts, their date due, and the method for payment, as Franchisor may in its sole discretion determine.

7.3 Late Payments; Interest; Partial Payment. If any fee or other payment due under this Agreement is not paid on the date such payment is due, you shall pay interest to us at the rate of the lesser of twelve percent (12%) per annum, or the maximum rate permitted by applicable law, from the date such amounts were originally due until the date paid. In the event any payment (including a late fee), is not received by us by the established due date, you further agree to pay us a late fee ("Late Submission Fee") of One Hundred Dollars ($100) per violation, which is intended to reimburse us for our expenses and to compensate us for our inconvenience, and does not constitute interest. Any acceptance of an amount which is less than the full amount due, shall not be considered a waiver of our right to (or your obligation for) the full amount then due, or which may become due in the future.

7.4 Advances; No Setoff. Franchisee shall pay us all amounts, if any, advanced by Franchisor or which Franchisor has paid, or for which it has become obligated on Franchisee's behalf for any reasons whatsoever, promptly upon Franchisor's notice to Franchisee of such amounts being due and payable. Franchisee shall not withhold or escrow any amounts due to Franchisor under this Agreement or otherwise or setoff any such amounts against any amounts claimed to be due to Franchisee.

7.5 Taxes. If any withholding, sales, excise, use, or privilege tax is imposed or levied by any government or governmental agency on account of any amounts payable under this Agreement, Franchisee shall pay to Franchisor as an additional fee, a sum equal to the amount of such tax (but this provision shall not apply to any income taxes imposed upon Franchisor).

8. Advertising and Promotion.

8.1 Local Advertising. You will develop and submit for our review and approval, both prior to opening and on an annual basis during the Term, a marketing plan that you must follow, as adjusted and approved by us. Your annual marketing plan must be submitted before January 1, and we will provide you with feedback and approval no later than thirty (30) days after we receive your submission. You will provide to us, for our approval, any and all advertising and promotional material prepared by you, and shall not publish, display or otherwise use any such

materials without our prior written approval. You must purchase from our approved suppliers at their then-current charges all marketing materials for us in branding and marketing your Franchised Business.

8.2 Minimum Advertising Spend. You agree, at your sole expense, to conduct advertising and promotional programs at the local level for your Franchised Business. You must spend a minimum of Three Thousand Dollars ($3,000) per month on local advertising, or six percent (6%) of monthly Gross Sales, whichever is greater. All such local advertising shall comply with our standards for advertising as specified in the Manuals. The foregoing is in addition to your obligation to pay Brand Fund Fees. You must submit to us, in a format that we prescribe and at a time and schedule that we prescribe, reports showing your expenditure for all marketing and advertising.

8.3 Brand Fund. You must pay us the Brand Fund Fee in accordance with Section 8(h). The Brand Fund is administered by us. We may use Brand Fund Fees and any other amounts contained in the Brand Fund for any purpose that promotes the Licensed Marks or any other names we choose to use in the System, including the creation, production and placement of commercial advertising; to pay for agency costs and commissions; to pay the costs to create and produce video, audio and written advertisements; to pay for direct mail and other media advertising, including internet advertising, internet search engine campaigns, direct email marketing, and the cost to maintain and update our websites, web pages, social media and social networking sites, profiles and accounts; for the costs to create and maintain any applications, whether web-based or otherwise, and for the costs of search engine optimization; in-house staff, including salaries, and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; market research; and other advertising and marketing activities. We may also use money in the Brand Fund to pay for coaching and training for our franchisees in marketing, advertising, recruiting and sales. We will decide whether to use advertising agencies and which ones or whether to create advertising materials in-house. Notwithstanding the foregoing, Franchisor has no obligation to conduct marketing and Franchisor has sole discretion to determine how, if any, monies in the Brand Fund will be spent. Franchisor is not required to use monies in the Brand Fund to benefit any individual market or franchisee. Methods, media employed, contents of advertising, and terms and conditions of advertising campaigns and promotional programs shall be within the sole discretion of Franchisor.

8.4 Collaboration. We may collaborate with the advertising and marketing funds of certain franchise systems affiliated with us. There can be no assurance that the Brand Fund's participation in these collaborations and joint efforts will benefit you or other Granite Garage Floors franchisees proportionately or equivalently to the benefits received by you or the other franchised businesses or the other franchised systems affiliated with us that also participate. We are not obligated to make proportionate expenditures of your contributions per market area or otherwise. We do not guarantee that expenditures from the Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We may, but have no obligation to, loan amounts to the Fund and can determine the repayment obligation of the Fund, including interest rate of the loan and repayment terms, as we see fit. If any taxes become due based upon the activities of the Brand Fund, these taxes may be paid out of the funds in the Brand Fund. We reserve the right to terminate the Fund after all monies have been spent.

8.5 Marketing Supplies and Materials. Franchisor shall from time to time provide Franchisee with examples of advertising materials Franchisee may adapt for use in its Franchised Business. Any alterations, other than the insertion of the name and address of the Franchised Business, and the prices charged by Franchisee, must be approved by Franchisor prior to use of any modified materials. Ownership and rights, whether in the nature of copyrights or otherwise, in and to any of these materials and any altered or modified marketing materials or reproductions of the foregoing, shall vest in Franchisor and Franchisor shall be free to use and to offer or sell to others the use of any of the foregoing materials without restriction.

8.6 Approval. Prior to using any marketing or promotional materials, advertisements, or other advertising not prepared by or at the direction of Franchisor, Franchisee shall submit such items to Franchisor for its prior approval. If Franchisor does not approve the use of such materials by Franchisee within ten (10) business days after its receipt of such materials, they shall be deemed to have been disapproved. If you again notify us in writing and we fail to approve or disapprove the request in writing within 5 business days after the second request is received by us, then the approval is considered granted. However, Franchisor may revoke approval of any previously approved materials at any time.

8.7 Advertising Cooperative. At such time(s) as we may determine in our sole discretion, you may be required to participate in specific advertisements and events in an advertising region or association of franchisees that we designate. You will contribute to the costs of such advertisements, events or organizations as directed by us.

8.8 Internet Presence. Franchisor will establish an Internet Presence as it may determine to promote the businesses of Granite Garage Floors franchisees in the franchise system. Franchisee shall, upon request by Franchisor, provide content for the Internet Presence, which may include contact and address information, hours of operation, fees, photos, video, social media posts, and such other information about the products and services offered through the Franchised Business as Franchisor may require. Franchisor must approve any and all changes to content provided by Franchisee and the Internet Presence for the Franchised Business shall contain only such information as Franchisor may approve from time to time. Other than the Internet Presence established by Franchisor, Franchisee shall not establish or maintain, or have established or maintained on its behalf, either alone or in concert with others, any other Internet Presence, making reference to Franchisor, the System, the Licensed Marks or the Franchised Business, unless otherwise approved by Franchisor. An "Internet Presence" includes any domain name, URL, website, webpage, landing page, portal, HTML document, online directory, online business profile, review and opinion page or site, social media or social networking site, profile, avatar, account or username, control panel, administrative platform, intranet, jotform or other form or method of digital or electronic medium or method of communication.

(a) Franchisee may not use all or part of any of the Licensed Marks, or any similar name, word, symbol, or variant thereof, in a domain name, email address, account name, username, profile, or URL. Franchisor will retain sole ownership of any Internet Presence, as well as any domain name related thereto and all content thereon, which includes all or a portion of any of the Licensed Marks, or any word, phrase, or symbol confusingly similar thereto or variant thereof, as part of the domain name, username, account name, profile, or page reference.

(b) Franchisor reserves the right at any time, in its sole discretion, to require Franchisee to remove, delete, or modify any Internet Presence, or any information, content, or post thereon.

(c) Upon request, Franchisee must provide Franchisor with all passwords and access to any Internet Presence.

8.9 Photos and Videos. Franchisor shall have the right to take photographs and videos of the Franchised Business and associated signage and to use such photographs and videos in any advertising or promotional material, in any form or medium now existing or later developed. Franchisor may use the foregoing without providing notice to Franchisee or receiving Franchisee's consent, and Franchisor shall not be obligated to make attribution or to compensate Franchisee for use of the foregoing. Upon the request of Franchisor, Franchisee shall cooperate with Franchisor in taking and arranging for such photographs and videos and for obtaining the necessary consents of or assignments from individuals depicted in or involved in such photographs or videos. Franchisee irrevocably assigns to Franchisor all of its right, title, and interest, if any, in and to all such photographs and videos, together with all related intellectual property.

8.10 Satisfaction/Surveys. Franchisee shall participate in all customer satisfaction programs Franchisor requires, including any customer surveys and shall provide Franchisor with such assistance and information as reasonably required by Franchisor in connection with such programs and surveys.

8.11 Social Media Prohibitions. Franchisee acknowledges that Franchisor may also impose prohibitions on Franchisee's posting or blogging of comments about Franchisor, the Franchised Business, the System, or other franchisees. The foregoing prohibition includes personal blogs, common social networks like Facebook, Instagram, TikTok, Twitter, Snapchat and Pinterest; professional networks, business profiles or online review or opinion sites like LinkedIn, Google Business Profile or Yelp; live-blogging tools like Twitter and Snapchat; virtual worlds, metaverses, file, audio and video-sharing sites, and other similar social networking or media sites or tools.

9. Inspections, Audit Reports and Records.

9.1 Books and Records; Financial Reports. Franchisee shall maintain its books and records in the manner reasonably required by Franchisor. Franchisee shall provide Franchisor with such operational, financial, and sales information relating to the Franchised Business as from time to time may be required by Franchisor. All such

information shall be delivered to Franchisor, at the time, in the form and by the means of communication authorized by Franchisor. Franchisee shall provide to Franchisor such monthly and/or annual financial reports as Franchisor may specify. Franchisor may use all information, including financial and sales information, in any manner and for any purpose it, in its sole discretion, deems appropriate. Franchisor has the right to share any such financial information and other information Franchisee provides to Franchisor with other of its franchisees, governmental authorities or otherwise and to publicly disclose and include Franchisee's financial information in Franchisor's franchise disclosure document. Franchisee, and its owners, shall also submit to Franchisor, upon request, copies of their annual income and sales tax returns, if any.

9.2 Audit Rights. Franchisor shall have the right to audit or cause to be audited the Monthly Gross Sales Statement, sales reports and financial statements delivered to Franchisor, and the books, records, and sales and income tax returns of Franchisee, and Franchisee's owners. If any audit discloses that Franchisee has failed to pay to Franchisor any amounts owed to Franchisor based upon an understatement of Gross Sales or otherwise, then Franchisee, within fifteen (15) days of receipt of the audit report, shall pay to Franchisor the amounts due Franchisor, plus late payment charges from the due date at the maximum rate permitted by law, not to exceed one and one-half percent (1 ½%) per month. In addition, if an understatement for any period equals two percent (2%) or more of the Gross Sales of the Franchised Business for any period, Franchisee shall reimburse Franchisor for the cost of the audit, including the charges of any independent accountant and the travel expenses, room and board, and compensation of persons retained by Franchisor to make the audit.

9.3 Inspection Rights. Franchisee shall permit Franchisor and its representatives, whenever Franchisor reasonably may deem necessary, during normal business hours, to enter, remain on, and inspect the Franchised Business. Franchisor and its representatives may also, without notice to Franchisee, interview and survey customers of the Franchised Business. We retain the right to utilize an on-line computer monitoring system, and to use the on-line system to remotely monitor and examine your records pertaining to the operation of the Franchised Business. Notwithstanding the foregoing, Franchisor reserves the right, without notice to Franchisee, to independently access the Franchised Business' accounting and financial systems and data or any accounting or financial systems used or required by Franchisor for the System to determine Gross Sales and amounts due to Franchisor under this Agreement, and Franchisee shall grant Franchisor access to all such accounting and financial systems and data.

9.4 Ownership of Information. All information Franchisor obtains from Franchisee or about or related to the Franchised Business (collectively, the "Information"), and all revenues Franchisor derives from such Information, shall be Franchisor's property, excluding any employment records (which shall belong solely to and be the responsibility of Franchisee). Franchisee may use information that it acquires from third parties in operating the Franchised Business at any time during the Term of the Agreement to the extent lawful and at its sole risk and responsibility, but only in connection with operating the Franchised Business for the purposes hereunder. The Information (except for information Franchisee provides to Franchisor with respect to it and its affiliates) shall become the confidential information of Franchisor, which Franchisor may use for any reason it deems necessary or appropriate. Franchisee recognizes and agrees that between Franchisee and Franchisor, Franchisor owns all rights to and all interest in and to any data, whether customer data, click-stream data, user data, reviews or otherwise, hits or other information collected via any electronic medium or method of communication, including via a website, home page, HTML document, Internet site, online directory, web page, or social media or social networking site, or application, whether web-based or otherwise, related to the System or the Licensed Marks. Such information is deemed by Franchisor to be and constitutes its confidential information. You may not sell, transfer, or use Information for any purpose other than marketing your Franchised Business.

10. Insurance.

10.1 Types and Amounts. You must purchase and maintain at your sole expense, in full force and effect throughout the Term, the types of insurance and the minimum policy limits stated in the Manuals. The insurance policy or policies must protect you, us, and our affiliates, their respective past, presents, and future officers, directors, owners, managers, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage, or expense of any kind arising out of, or in connection with, the condition, operation, use, or occupancy of your Franchised Business. We and our affiliates must be named as additional insureds under each policy, except for policies required by statute in your jurisdiction. This includes, but is not limited to, workers' compensation and employer's liability insurance policies. We may require additional types of coverage or increase the required minimum amount of coverage on reasonable notice. Your obligation to obtain coverage is not limited in

any way by insurance that we maintain. On our request, or as stated in the Manuals, you must provide us with certificates of insurance proving required coverage. Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us.

10.2 Cooperation. The procurement and maintenance of said insurance shall not relieve you of any liability to us under any indemnity requirement of this Agreement. Nothing contained herein shall be construed or considered an undertaking or representation by us that such insurance or bonding as may be required to be obtained by you will insure you against any and all insurable risks of loss which may or can arise out of or in connection with the operation of the Franchised Business. You agree and acknowledge that the insurance coverages and amounts of insurance are minimum amounts. You agree to respond to all claims within the time required by law, rule or regulation. You shall cooperate with us (or our designee) in every fashion possible to defend us and you against any and all claims made by employees, customers or third parties. You shall, when necessary, make appearances at administrative or other hearings to present or reinforce such defenses.

10.3 Failure to Purchase. Failure by you to purchase or maintain any insurance required by this Agreement shall constitute a material and incurable breach of this Agreement which shall entitle us to terminate this Agreement unilaterally and immediately upon notice to you.

11. Licensed Marks and Proprietary Information.

11.1 Ownership of Marks and Goodwill. You acknowledge that we are the sole and exclusive owner of the Licensed Marks, and that your right to use them is derived solely from this Agreement and that such right is limited to the operation and promotion of the Franchised Business in accordance with this Agreement and all mandatory standards, specifications and operating procedures prescribed from time to time by us (as same may be amended from time to time) or otherwise. You agree not to obtain or seek to obtain any trademark or service mark registration of any of the Licensed Marks in any jurisdiction in your own name or in the name of any other person. All use of, and goodwill associated with the use of, the Licensed Marks by you shall inure to our benefit. You agree not to contest, directly or indirectly, our ownership, title, right or interest in the Licensed Marks, trade secrets, trade dress, methods, proprietary information, procedures and advertising techniques which are part of the System or to contest our sole right to register, use or license others to use the System, the Licensed Marks, trade secrets, trade dress, methods, proprietary information, procedures and techniques.

11.2 Display of Names and Marks. Franchisee shall operate under, and prominently display, the Licensed Marks in the operation of the Franchised Business in the manner specified by Franchisor, and pursuant to the standards made available to Franchisee by Franchisor. Franchisee shall use no commercial trade names, service marks, or other commercial symbols, including associated logos, that do not satisfy the criteria established by Franchisor. Franchisee may not use all or part of the Licensed Marks as part of the name of any corporation, partnership, or limited liability company, and Franchisee must obtain Franchisor's prior written approval of the name of the corporation, partnership, or limited liability company prior to incorporation, formation, or organization, as applicable.

(a) If Franchisor deems it advisable, Franchisee shall file for and maintain a "Certificate of Trade Name" or "Fictitious Name" or "Assumed Name" in the county or state, or other appropriate jurisdiction, in which the Franchised Business is located.

(b) Franchisee shall not use any of the Licensed Marks in combination with other words, letters, prefixes, suffixes, logos, or designs, other than in the manner authorized by Franchisor.

11.3 Change of Names and Marks. From time to time, Franchisor may elect to discontinue the use of certain Licensed Marks and to commence use of new Licensed Marks. Franchisee shall pay all expenses incurred in connection with discontinuing the use of existing Licensed Marks in the Franchised Business and commencing the use of new Licensed Marks, including upon such vehicles, uniforms, equipment, containers, fixtures, signs, stationery, advertising, sales/promotional materials and such other objects, in such size, color, lettering style, and fashion and at such places as we may designate.

11.4 Cessation of Use. Franchisee agrees that, upon the expiration or termination of the Term of this Agreement for any reason whatsoever, Franchisee shall immediately discontinue the use of the Licensed Marks, and thereafter shall no longer use, or have the right to use, the Licensed Marks. Franchisee agrees that, if any of the

Licensed Marks or any portion thereof are contained in its legal name or "Certificate of Trade Name" or "Fictitious Name" or "Assumed Name", Franchisee shall immediately take all necessary steps to change its legal name and cancel all "Certificate of Trade Names" or "Fictitious Name" filings and "Assumed Names" upon the expiration or termination of this Agreement for any reason.

11.5 Notification of Infringement. Franchisee shall immediately notify Franchisor of any infringement of or challenge to Franchisee's use of present and future Licensed Marks and shall not communicate with any other person in connection with any such infringement, challenge, or claim. Franchisor shall have sole discretion to take such action as it deems appropriate, including the exclusive control of any litigation or any trademark office or other administrative proceeding arising out of any such infringement, challenge, or claim relating to any of the Licensed Marks.

12. Termination of the Franchise.

12.1 We may terminate this Agreement effective immediately upon your receipt of notice from us in the event Franchisee:

(a) Voluntarily abandons the Franchised Business, defined as abandoning, vacating, deserting, surrendering or otherwise ceasing operation of all or part of the Franchised Business for a period of three (3) consecutive business days without our express written consent.

(b) Fails to pay when due any amounts owed to Franchisor or its affiliates or suppliers, and such failure continues for ten (10) days after notice from Franchisor.

(c) Understates Gross Sales by two percent (2%) or more in any weekly, monthly or annual financial statement or report on two (2) or more occasions during the Term of this Agreement whether or not you subsequently cured the understatement.

(d) Fails to timely report Gross Sales or to submit when due sales reports or financial statements, or withholds Franchisor's access to accounting and financial systems or data, revokes any electronic-funds transfer or direct debit authorization granted to Franchisor, or initiates any stop payment against Franchisor;

(e) Fails to open the Franchised Business within one hundred twenty (120) days from the Effective Date.

(f) Makes, or is found by Franchisor to have made, any materially false statement or report with respect to the ownership of the Franchise or Franchised Business while negotiating this Agreement or applying for a Franchise.

(g) Violates any of the transfer and assignment provisions contained in this Agreement.

(h) Receives from us three (3) or more notices of default or other violation of this Agreement during the Term, whether or not such defaults are cured.

(i) Is convicted of a felony, crime of moral turpitude or crime or offense relating to the operation of the Franchised Business, or if any owner of the Franchised Business is convicted of such a such a crime.

(j) Becomes insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you, or such a petition is filed against you and is not dismissed within thirty (30) days after filing thereof, or if a bill in equity or any other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you, or if a receiver or the custodian (permanent or temporary) of your assets or property, or any part thereof is appointed.

(k) Fails, after notification of non-compliance by appropriate authority, to comply with any law or regulation applicable to the operation of the Franchised Business.

(l) Fails to comply with applicable health, safety or sanitation laws, rules or regulations, and does not correct such failure within twenty-four (24) hours after notice from Franchisor.

(m) Violates any covenant of confidentiality or non-disclosure provisions contained in this Agreement.

(n) Consistently fails to timely provide us with any report, statement, request or return required by this Agreement.

(o) Disparages, disturbs, disrupts, or jeopardizes the System, the Licensed Marks, our business, our employees or any business of our other franchisees, or makes or publishes any statements or comments of a defamatory or disparaging nature regarding: (i) us or any of our affiliates; (ii) any shareholder, director, officer, employee, agent or representative of ours or any of our affiliates, or (iii) our products or services or those of any of our affiliates, or if any person with an interest, direct or indirect, in the ownership or operation of the Franchised Business does the same.

(p) Violates, or any person with an interest, direct or indirect, in the ownership or operation of the Franchised Business violates, the covenants against competition stated in this Agreement.

(q) Misuses or infringes the Licensed Marks, or otherwise materially impairs the goodwill associated therewith, or uses in the operation of the Franchised Business any names, marks, e-marks, systems, insignias, symbols or copyrights not authorized by us.

(r) Breaches any other agreement with Franchisor or any of its affiliates and such breach continues for thirty (30) days after notice to Franchisee.

(s) Otherwise breaches this Agreement or fails to comply with any provision of this Agreement or any specification, standard, or operating procedure prescribed by Franchisor and does not correct such breach or failure within twenty (20) days after notice to Franchisee.

12.2 Suspension. If you are in material default as described in Section 12.1 above, we have the right to suspend any and all operating assistance for you or for the Franchised Business, including removal of your Franchised Business from any website we may maintain and any advertising we perform on behalf of the System. The foregoing actions shall not constitute a termination or constructive termination of this Agreement and Franchisee shall not make any claim of the foregoing.

13. Post-Termination Obligations of Franchisee.

Franchisee agrees and acknowledges that, upon expiration or termination of this Agreement:

13.1 Cessation. Franchisee will immediately cease to use, in any manner or for any purpose, the Licensed Marks and the System, concepts, and methods of promotion, or to conduct business using any and all confidential information and know-how owned by us, or using any good will created by or associated with the Licensed Marks. Franchisee will remove all signs, de-brand all vehicles, cancel all advertisements, and destroy all advertising or marketing materials, whether or not utilizing the Licensed Marks.

13.2 Covenants. Franchisee will immediately comply with, observe and abide by all terms of this Agreement which are intended to survive the expiration or termination of this Agreement, including any non-competition, non-solicitation and confidentiality covenants.

13.3 No Association. Franchisee will immediately cease to indicate in any manner, directly or indirectly, that it is or ever was affiliated with Franchisor in any capacity, identify itself or any business as a member of the System, or as otherwise associated with Franchisor.

13.4 Payments. Franchisee will immediately pay to us all amounts owed under this Agreement including, but not limited to Royalty Fees, Brand Fund Fees, Technology Fees and any other charges as have or will thereafter become due under this Agreement. Upon termination of this Agreement for any default by you, you shall be liable for actual and consequential damages, costs and expenses (including reasonable attorneys' and experts' fees) incurred by us as a result of your default. We shall have the right to place a lien against any and all of the real property, personal property, furnishings, equipment, signs, fixtures and inventory owned by you or the Franchised Business at the time of default and/or against any of your monies held or otherwise in our possession.

13.5 Manuals and other Materials. Franchisee will immediately return to us all Manuals, trade secrets, proprietary information and confidential material, equipment and other property owned by us and all copies thereof.

13.6 Cancellation. Franchisee will, immediately take such action as may be required to properly cancel or change all corporate, business, or other legal names, assumed name, fictitious name or equivalent registrations relating to the use of or containing any of the Licensed Marks, and notify the telephone company, any domain name registrar, any Internet service provider, and all listing agencies of the expiration or termination of Franchisee's right to use any domain names, profiles, accounts, user names, telephone numbers, and classified and other directory listings associated with any Internet Presence, or that include any portion of the Licensed Marks, and authorize the telephone company, domain name registrars, Internet service providers, and listing agencies to transfer to Franchisor all such telephone numbers, registrations, profiles, accounts, and directory listings, along with access thereto. Franchisee acknowledges that, as between Franchisor and Franchisee, Franchisor has the sole right to and interest in all telephone numbers, directory listings, domain names profiles, user names, and accounts associated with the Licensed Marks, or any word, phrase or symbol confusingly similar to any of the Licensed Marks, including any Internet Presence, as well as any content thereon. Franchisee authorizes Franchisor, and appoints Franchisor its attorney-in-fact, to direct the telephone company, domain name registrars, Internet service providers, and all listing agencies to transfer telephone numbers, domain names, accounts and listings to Franchisor, as well as provide access to Franchisor to any such account or registration.

13.7 Customer Information. Franchisee will, within five (5) business days following the expiration or termination of this Agreement, provide us with a list of the names, telephone numbers, complete mailing addresses, frequency of service, last date of service and price of such service for all customers serviced by you, turn over to us all client keys, access cards, and/or any means you use to access client's residences or places of business; and assign to us any and all of your accounts receivable. Franchisee hereby appoints Franchisor its attorney-in-fact to collect all such accounts receivable and further grants Franchisor the right to enter into any location necessary to obtain client keys, access cards, and/or any means you use to access client's residences or places of business. Nothing contained herein shall be construed or deemed to impose any duty or obligation upon us to collect such accounts receivable and, if all or a portion of such accounts receivable are not collected by us, you release and waive any claims thereto against us.

13.8 Survival of Provisions. All obligations of Franchisor and Franchisee that expressly or by their nature survive the termination or expiration of this Agreement, including the post-termination rights and obligations, non-competition, confidentiality, indemnification, purchase option, and enforcement and dispute resolution provisions herein, shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement until they are satisfied in full or by their nature expire.

13.9 Communication with Third Parties. After Franchisor provides Franchisee with notice of any default hereunder, Franchisor may notify any third parties, including any landlords, lenders, and customers, of the default and communicate with such third parties regarding Franchisee and the Franchised Business.

14. Transfers.

14.1 Scope. Neither this Agreement, the Franchise or Franchised Business, nor any part of any ownership in you (which shall mean and include voting stock, securities convertible thereto, proprietorship, membership rights and general partnership interests), or all or a substantial portion of the Franchised Business may be voluntarily or involuntarily, directly or indirectly assigned, sold, or otherwise transferred or encumbered by you or any of your owners (including without limitation, by will, by declaration of or transfer in trust or by the laws of interstate succession) except as provided herein, and any such assignment, transfer or encumbrance without our approval constitutes a material breach of this Agreement.

14.2 Franchisor's Right of First Refusal. If you receive from a third party, and desire to accept, a bona fide written offer to purchase you, your Franchised Business, the Franchise or any interest in you or the Franchised Business (or seek to effect a sale of any of the foregoing), we shall have a right of first refusal, exercisable by written notice to you furnished within thirty (30) days after written notice and receipt of a copy of such offer and the other information set forth in this Section, to purchase you, the Franchised Business, the Franchise or any interest in you or the Franchised Business, on the same financial terms and conditions as offered to or by such third party; provided further that we may substitute cash for any other form of payment proposed in such offer. In order that we may have information sufficient to enable us to determine whether to exercise our right of first refusal, you shall deliver to us, to the extent requested by us, certified financial statements as of the end of your most recent fiscal year, any financial statements prepared by or for you since the end of such fiscal year and such other information about the Franchised Business and its operations as you have provided or will make available to such third party. If we do not exercise our right to purchase, you may, within ninety (90) days from the expiration of the option period, close the proposed transfer, provided we have consented to such transfer as required. If you fail to close such transfer within this ninety (90) day period, it shall trigger a new right of first refusal period. Failure by us to exercise the option afforded by this Section shall not constitute a waiver of any other provisions of this Agreement, including all of the requirements of this Section 14, with respect to the proposed transfer.

14.3 Administrative Transfer. This Agreement may be assigned to a business entity wholly owned by you (the "Corporate Franchisee"), provided that:

(a) you or your majority owner actively manage the Corporate Franchisee and continue to devote best efforts and full and exclusive time to the day-to-day operation and development of the Franchise and the Franchised Business;

(b) the Corporate Franchisee is newly organized, and its activities are confined exclusively to acting as Franchisee under this Agreement;

(c) you provide all documentation and information requested by us concerning the Corporate Franchisee;

(d) the Corporate Franchisee executes a document in such form as shall be approved by us, in which it agrees to become a party to, and be bound by, all the provisions of this Agreement;

(e) you remain personally liable in all respects under this Agreement and execute a Guaranty Agreement, a copy of which is attached as Exhibit D hereto by which you personally guarantee all obligations of the Corporate Franchisee under this Agreement;

(f) any and all shareholders, directors, officers, members, partners and managers of the Corporate Franchisee each execute a Guaranty Agreement, a copy of which is attached as Exhibit D hereto, by which such shareholders, directors, officers, members, partners, managers or other owners personally guarantee all obligations of the Corporate Franchisee under this Agreement and agree to be bound individually by all the obligations of Franchisee hereunder;

(g) you and any owners of the Corporate Franchisee agree not to sell, assign, pledge, hypothecate, mortgage or otherwise transfer or encumber any ownership interest in the Corporate Franchisee; and

(h) equity certificates and documents shall note in a legend sufficient under applicable law to constitute such notice that ownership in the Corporate Franchisee is subject to the terms of this Agreement.

14.4 Permitted Transfer. We will not unreasonably withhold our consent to a transfer, provided you meet the following conditions:

(a) You must pay all monies owed to us and our affiliates on or before the date of the transfer;

(b) You have paid off all of your ascertained or liquidated debts in connection with the Franchised Business;

(c) You are not in default under any provision of this Agreement or any agreement ancillary hereto;

(d) You sign a general release, in the form which we provide, of all claims against us and our parents, affiliates, principals, shareholders, members, managers, employees and agents in our/their corporate and individual capacities; and

(e) The transferee must demonstrate, to our sole satisfaction, that the transferee has the financial resources, character and ability to continue to run the Franchised Business successfully;

(f) You pay to us the transfer fee of five thousand dollars ($5,000); provided, however, that if you are transferring more than one franchise in a single transaction you will only be obligated to pay a single transfer fee; and

(g) Your transferee must sign our then-current form of franchise agreement (including any applicable addendum to reflect that the Agreement is for a franchise that has been transferred) and any required ancillary agreements (i.e., personal guaranty);

(h) If the transferee does not already own a Granite Garage Floors franchise, the transferee must complete, to our sole satisfaction, the Initial Training Program, and must comply with all other requirements for new franchisees, again to our sole satisfaction;

(i) If required by us, you, or your transferee, must agree to re-brand, re-image and modernize the Franchised Business and equipment to meet Franchisor's then-current standards and to expend all monies reasonably necessary to complete such work according to the schedule we prescribe;

(j) Your transferee must enter into a lease for the location of the Franchised Business, or accept an assignment of your lease, no later than the date of the transfer; and

(k) You will not retain a security interest in the Franchised Business or its assets following the transfer without our prior written consent, which consent we are under no obligation to provide.

(l) We must approve the material terms of any promissory note, loan document, or security agreement given for a portion of the purchase price and the proposed manner of payment of the purchase price.

14.5 No Subfranchising. You will not have the right to grant a sub-franchise to any person or entity whatsoever.

14.6 Transfer to Spouse in Divorce. A transfer to a spouse in divorce proceedings is permitted, subject to our approval and the conditions set forth in Section 14.4.

15. Franchisor's Option to Purchase Assets.

We shall have the option, but not the obligation, within thirty (30) days after the date of termination or expiration of this Agreement to purchase any and all of your operating assets from the Franchised Business at a purchase price equal to net depreciated book value. If we elect this option, we will deliver written notice to you. We have the right to inspect the equipment at any time during this thirty (30) day period. If we elect to purchase equipment as part of the asset purchase, we will be entitled to, and you must provide, all customary warranties and representations as to compliance with law, the maintenance, function, and condition of the equipment and your good title to the equipment (including, but not limited to, that you own the equipment free and clear of any liens and encumbrances).

16. Assignment by Franchisor.

This Agreement is fully assignable by us and shall inure to the benefit of any assignee or other legal successor to our interest. Franchisee expressly affirms and agrees, that we may sell our assets, our Licensed Marks or the System outright to a third party; may go public; may engage in a private placement of some or all of our securities; may merge, acquire other corporations, or be acquired by another corporation; may undertake a refinancing, recapitalization, leveraged buy-out or economic or financial restructuring; and, with regard to any or all of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of said Licensed Marks (of any variation thereof) and/or the loss of association with or identification of "Granite Garage Floors Franchising, LLC" as franchisor under this Agreement.

17. Modification of the System.

You recognize and agree that from time to time we may change or modify the System and our business in any manner including, but not limited to, the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new computer programs and systems, new types or brands of products or services, new equipment requirements or new techniques and that you will accept, use and display for the purpose of this Agreement any such changes in the System, as if they were part of this Agreement at the time of execution. Whenever we have expressly reserved in this Agreement or are deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant you a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, we may make such decision or exercise our right and/or discretion on the basis of our judgment of what is in our best interests, including without limitation our judgment of what is in the best interests of the System, at the time our decision is made or our right or discretion is exercised. You will make such expenditures for such changes or modifications in the System as we may reasonably require. You shall not change, modify or alter in any way any material aspect of the System, without our prior written consent.

18. Death, Disability or Permanent Incapacity of the Franchisee.

In the event of your death or permanent disability or that of any person with a controlling interest in you, the executor, administrator, or personal representative of that person shall transfer his or her interest to a third party approved by us within one hundred and eighty (180) days after such death or permanent disability. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same restrictions and conditions as any *inter vivos* transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to fully satisfy the transfer conditions contained in this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time, in our sole discretion, to dispose of the deceased's interest in the Franchise, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the deceased's interest is not transferred within a reasonable time, as determined by us in our sole discretion, we may terminate this Agreement. The term "permanent disability" shall mean a mental, physical or emotional disability, incapacity, impairment, or condition that is reasonably expected to prevent or actually does prevent you (or an owner controlling you) from supervising the management and operation of the Franchised Business for a period of one hundred and twenty (120) days from the onset of such disability, incapacity, impairment or condition. In any event, the Franchised Business must at all times be managed by a designated manager who has complied with all of our training requirements, regardless of any death or permanent disability covered by this Section.

19. Operation of Franchised Business in the Event of Absence, Incapacity or Death.

In order to prevent any interruption of the Franchised Business, which would cause harm to such business and thereby depreciate its value, you authorize us, in the event that you are absent or incapacitated or die, and are not, therefore, in our sole judgment, able to operate the Franchised Business, to operate said business for so long as we deem necessary and practical, and without waiver of any other rights or remedies we may have under this Agreement; provided, however, that in the event that we commence to operate the Franchised Business, we shall not be obligated to operate the Franchised Business for a period of more than thirty (30) days. All monies from the operation of the Franchised Business during the period of our operation shall be maintained in a separate account. The expenses of the Franchised Business, including reasonable compensation and expenses for our representatives, shall be charged to such account. If, as provided in this Section, we temporarily operate the Franchised Business, you agree to indemnify and hold us harmless, and hold harmless any representative of ours who may operate the Franchised Business, from

any and all claims arising from the acts and omissions of us and our representative arising from such operation. You agree to pay our reasonable attorneys' fees and costs which might arise from the exercise of these step-in rights. Nothing in this Section will prevent us from exercising any other rights which we may have under this Agreement, including the right to terminate the Agreement.

20. Covenants of Non-Disclosure, Non-Solicitation and Non-Competition.

20.1 You, your owners, and persons or entities controlled by or under common control with you, specifically acknowledge that, pursuant to this Agreement, you will receive valuable specialized training, trade secrets, and confidential information, including, without limitation, information regarding the management, operations, marketing, advertising, and related information, materials, methods and techniques of ours and the System which are beyond the present skills and experience of you and your managers and employees, and that the value of this information arises not only from the time, effort and money that went into its compilation but also from its usage by all franchisees. You acknowledge that such specialized training, trade secrets, and confidential information provide a competitive advantage and will be valuable to you in the operation of the Franchised Business, and that gaining access to such specialized training, trade secrets, and confidential information is therefore a primary reason why you are entering into this Agreement. You understand and agree that the restrictions contained in this Section are reasonable and necessary to protect our legitimate business interests.

20.2 In consideration for the benefits described in Section 20.1, you, your owners, and persons or entities controlled by or under common control with you, agree that:

(a) During the Term they will not, directly or indirectly, for themselves or through or on behalf of or in conjunction with any person, partnership, corporation or other business entity:

(i) solicit, divert or attempt to solicit or attempt to divert any business or customer of the Franchise to any competitor, by direct or indirect inducement or otherwise; or

(ii) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, or otherwise, or have any direct or indirect interest in any business or other venture specializing, in whole or in part, in offering to the public substantially similar products and services as those offered by the Franchised Business at any time during the Term (a “Competitive Business”) or in any business or other venture that offers or sells products or services offered by franchises that are franchised by any of our affiliates.

(b) For a period of eighteen (18) months after the Term within the Territory, including from the office of the Franchised Business, and any immediately adjacent and contiguous territories licensed to other Granite Garage Floors franchisees, they will not, directly or indirectly, for themselves or through or on behalf of or in conjunction with any person, partnership, corporation or other business entity:

(i) solicit, divert or attempt to solicit or attempt to divert any business or customer of the Franchise to any competitor, by direct or indirect inducement or otherwise; or

(ii) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, or otherwise, or have any direct or indirect interest in any Competitive Business.

20.3 At any time, during the Term or thereafter, you shall not, either directly or indirectly, for you, or through, on behalf of, or in conjunction with any person, partnership, corporation or other business entity, use, in connection with the operation of any business other than the Franchised Business, any of the Licensed Marks, or any other names, marks, systems, insignias, or symbols similar to any of the Licensed Marks, or cause or permit any such business to look like, copy or imitate a Granite Garage Floors franchised business or to be operated in a manner tending to have such effect.

20.4 You expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, you acknowledge that enforcement of the covenants made in this Section will not deprive you of your personal goodwill or ability to earn a living.

20.5 It is the express intention of the parties to this Agreement to comply with all laws applicable to the covenants contained in this Agreement. If any of the covenants contained in Section 20.2.2(b)(ii) are found to exceed in duration, geography or scope those permitted by applicable law, the parties expressly agree that such restrictive covenant may be reformed or modified by the final judgment of a court of competent jurisdiction or other lawful constituted authority to reflect a lawful and enforceable restriction, whether in duration, geography or scope, and that the covenants contained in such Section shall automatically be deemed to be amended and modified so as to comply with the judgment or order of such court or authority to the maximum extent permitted. If any one or more of the provisions contained in this Section shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if it never contained such invalid, illegal or unenforceable provisions.

20.6 You understand and acknowledge that we shall have the right, in our sole discretion, to reduce or limit the duration, geography or scope of any covenant set forth in this Section of this Agreement, or any portion thereof, without your consent, effective immediately upon notice to you; and you agree that you shall comply from that point forward with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 34 hereof.

20.7 You expressly agree that the existence of any claims you may have against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of the covenants in this Section. You further agree that we shall be entitled to set off from any amount owed by us to you any loss or damage to us resulting from your breach of this Agreement.

20.8 You understand and agree that the restrictions contained in this Section are reasonable and necessary to protect our legitimate business interests. You further acknowledge and agree that the time limitation on the restrictive covenants set forth in this Section shall be tolled during any default under this Section.

20.9 Nothing contained in this Agreement shall prevent you from owning less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly traded corporation listed on a recognized national stock exchange or NASDAQ.

20.10 You acknowledge and agree that any failure by you to comply with the requirements of this Section shall constitute a material default under this Agreement; that such failure will cause us irreparable injury and that money damages will not adequately compensate us; and that we are entitled to enforce this Section by temporary restraining order and/or temporary, preliminary and/or permanent injunction, and/or specific performance, without the necessity of posting bond. This relief will be in addition to any other relief we may have under federal and/or state law. You agree to pay all costs and expenses which include reasonable attorneys' and expert fees incurred by us in enforcing our rights under this Agreement. The protection granted hereunder shall be in addition to and not in lieu of all other protections for such trade secrets and confidential information as may otherwise be afforded in law or equity.

20.11 In addition to any other remedies or damages allowed under this Agreement and/or by law, if you breach any of the covenants set forth in Sections 20.2(a) or (b) above, you shall pay us a fee equal to our then-current initial franchise fee for each Competitive Business identified plus seven percent (7%) of such Competitive Business' gross sales until expiration of the non-competition period set forth in this Section.

20.12 During the term of this Agreement, we shall have the right to inspect any business interest in which you or a Key Employee, as defined below, have an interest, at reasonable times and during normal business hours, to the extent reasonably necessary to determine whether the conditions of this Section are being satisfied. If, by reason of such inspections or otherwise, we have reason to believe that you are in default of this Agreement, and you are so notified by us, you shall have the burden of establishing that you are not in default. You shall respond to any default notice under this Section within five (5) days. With regard to any such default, we shall have the right to pursue any and all rights or remedies available to us, either at law or in equity, and you shall immediately take all steps to cure said default in a manner satisfactory to us. The provisions of this Section shall survive any termination or expiration of this Agreement.

21. Employee Agreements.

21.1 You shall cause any person who is actively involved as a "Key Employee", defined as anyone who is an owner, and/or employee who acts in a management or supervisory capacity for or on behalf of the Franchised Business, at the time such person enters your employment, to enter into a non-disclosure, non-solicitation and non-competition agreement, that includes the substantive obligations described in this Agreement. You acknowledge and agree that any form of non-disclosure, non-solicitation and non-competition agreement is a form of agreement only and that it may or may not be enforceable in a particular jurisdiction. You agree that you are solely responsible for obtaining your own professional advice with respect to the adequacy of the terms and provisions of any non-compete agreement you require your employees, agents and independent contractors to sign.

21.2 You shall use your best efforts to prevent any such Key Employees from using, in connection with the operation of any Competitive Business wherever located, any of the Licensed Marks or from operating any Competitive Business that looks like, copies or imitates any Granite Garage Floors franchised business or operates in a manner tending to have such effect. If you have reason to believe that any such person has violated the provisions of the non-disclosure, non-solicitation and non-competition agreement, you shall immediately notify us and shall cooperate with us to protect us against infringement or other unlawful use of the Licensed Marks, including, but not limited to, the prosecution of any lawsuits if, in the judgment of our counsel, such action is necessary and advisable.

The provisions of this Section shall survive any termination or expiration of this Agreement.

22. Spousal Agreements.

Your spouse or domestic partner (and if you are a business entity, then the spouses or domestic partners of all owners) shall execute Confidentiality and Non-Competition Agreements in a form approved by us, at the time of the signing of this Agreement. The Confidentiality and Non-Competition Agreement shall prohibit such parties from disclosing or using any trade secrets, customer lists or other information, knowledge or know-how deemed confidential or proprietary by us concerning the System or the operation of Franchised Business and from competing with the System or other GGF franchisees during the term of this Agreement and for eighteen (18) months following termination or expiration of this Agreement to the extent of the restrictions set forth in Section 20.

23. Confidentiality.

23.1 You, your owners and persons controlled by or under common control with you, shall hold in confidence the System and shall not disclose any part of the System to any other party. It is understood and agreed that the System would, if used by other individuals or entities, confer on them a substantial competitive advantage, which advantage is presently enjoyed by us. Accordingly, you agree that you shall not at any time, without our prior written consent, disclose (except to such employees or agents as must reasonably have access to such information in order to establish or operate the Franchised Business) or use or permit the use of the System, or any part, except as may be required by applicable law or as authorized by this Agreement.

23.2 You, your owners and persons controlled by or under common control with you, shall at all times use your best efforts to keep confidential the System, the Manual(s), the contents thereof, concepts, methods of promotion, methods of working, and any other trade secrets, information, knowledge and business know-how concerning the System or the Franchised Business that may be imparted to, or acquired by, you in connection with this Agreement (collectively, the "Confidential Information"). You acknowledge that the unauthorized use or disclosure of such Confidential Information will cause incalculable and irreparable injury to us. Any and all information, knowledge and know-how, not generally known in the garage floor coating business, about our products, equipment, services, standards, specifications, systems, procedures and techniques, and such other information or materials as we may designate as confidential, shall be included in the definition of Confidential Information and shall be deemed confidential and proprietary for purposes of this Agreement, except information that you can demonstrate came to your attention prior to disclosure thereof by us or that is or has become a part of the public domain through publication or authorized communication by others.

23.3 The Confidential Information shall at all times be deemed to be, and shall remain, Franchisor's sole property, and you shall acquire no rights, title or interest therein by virtue of this Agreement. You agree that, if you

engage as an owner, member, partner, shareholder, officer, consultant, agent, operator, or in any managerial capacity, in any similar business to the Franchised Business, it shall be conclusively presumed that any violation of the terms of the restrictive covenants in this Agreement was accomplished by and through your unlawful utilization of our Confidential Information, know-how, methods and procedures.

23.4 Franchisee may not use Confidential Information, any of the Marks, any part of the System or the manuals or any of their content, for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities without the express written consent of Franchisor. Such uses shall not be deemed related to the performance of this Agreement and are expressly prohibited. Franchisee shall not, without prior written consent by Franchisor, input any Confidential Information, any of the Marks, any part of the System or the manuals, or any of their content, into any generative AI platform, or disclose such information to any provider or source of generative AI services. Franchisee shall opt out of allowing any provider or source of generative AI to utilize any of the foregoing for training of any AI model or for other purposes.

The provisions of this Section shall survive any termination or expiration of this Agreement.

24. <u>Binding Arbitration; Governing Law; Consent to Jurisdiction</u>.

24.1 This Agreement is subject to the terms and provisions of the Federal Arbitration Act, Title 9, of the United States Code. Except as set forth below, any and all other controversies or claims whatsoever arising out of or relating to this Agreement or to any ancillary agreement between the parties or with regard to their interpretation, formation or breach, shall be settled by binding arbitration according to the commercial rules of the American Arbitration Association as hereinafter provided.

24.2 Prior to submitting any claim or dispute to arbitration, you shall give notice thereof to us setting forth in reasonable detail the nature and basis of the claim or dispute. The parties shall then seek to negotiate and resolve the dispute by direct negotiation between you and us over a period of not less than thirty (30) days. If the dispute is not resolved directly by the parties, the parties shall then submit the dispute to mediation with an independent mediator agreed upon by the parties within another thirty (30) days unless the parties agree to forego mediation. Each party will bear its own costs and fees of the mediation; however, the mediator's fee will be split equally between the parties. The mediation shall be held in the city where our principal office is located at the time of the mediation.

24.3 If the dispute is not resolved through negotiation or mediation, either party may send written notice to (1) the other party, and (2) the Regional Office of the American Arbitration Association in or closest to the location of our principal offices at that time invoking the binding arbitration provisions of this Subsection. Any arbitration shall be conducted in the city or town in which our principal offices are located before a single arbitrator located within the state in which we are located who has been actively engaged in the practice of law for at least ten (10) years and has franchise law experience. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected in accordance with the American Arbitration Association rules. Prior to the commencement of hearings, the arbitrator shall provide an oath of undertaking of impartiality. The award of the arbitrator shall be final. The parties further consent to the jurisdiction in any appropriate court to enforce the provisions of this Section and/or to enter a judgment upon any award rendered by the arbitrator. The costs and expenses of arbitration, including the prevailing party's attorney's fees and costs and the compensation and expenses of the arbitrator, shall be borne by the non-prevailing party.

24.4 In the event that any such controversy or claim arising from this Agreement involves any of your officers, directors, shareholders, employees, representatives or agents, then any such controversy or claim shall also be submitted to binding arbitration in the same manner as set forth above. In the event any controversy or claim is submitted to binding arbitration as set forth above, the parties hereto agree that discovery prior to arbitration shall be restricted solely to exchanging lists of those witnesses and documents which may be presented at the hearing before the arbitrator, unless the parties otherwise mutually agree in writing to expand the scope of discovery.

24.5 In proceeding with arbitration and in making determinations hereunder, the arbitrator shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by us in good faith. If an arbitrator determines that any contractual limitations period provided for in this Agreement is not applicable or enforceable, then the parties agree to be bound by the provision of any statute

of limitations which would otherwise be applicable to the controversy, dispute or claim which is the subject of any arbitration proceeding initiated hereunder. Notice of or request to or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement. In the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

24.6 Despite any language hereinabove to the contrary, we expressly reserve the right, at our sole and exclusive discretion, to seek injunctive relief from a court of competent jurisdiction to enforce your post-termination covenants, including the non-competition covenants, to enjoin the disclosure of or improper or unauthorized use of our Confidential Information or the System including, but not limited to, the Manuals, customer lists, Licensed Marks, or to enjoin you from any existing or threatened conduct, pending completion of the above-noted binding arbitration, which we reasonably believe could cause any harm or damage to us or to the System. In the event we file a lawsuit to seek injunctive relief as hereinabove provided, such action shall not constitute, nor be deemed to constitute, a waiver by us of our right to invoke the binding arbitration provisions of this Agreement. We may bring a claim for injunctive relief in the county in which you have your principal office or are domiciled, as applicable.

24.7 With regard to all claims brought under Subsection 24.6, you further agree as follows:

(a) You consent and agree that in all lawsuits relating to or arising out of this Agreement or any ancillary agreement, the state and federal courts of competent jurisdiction located in Cleveland, Ohio, shall have personal jurisdiction over you, or if venue does not lie in such courts, then a court of competent jurisdiction within Cuyahoga County, Ohio shall have jurisdiction over you. You hereby waive any defense you may have of lack of personal jurisdiction or improper venue in any such lawsuits filed in these courts. Notwithstanding the above, we may bring a claim for injunctive relief in the county in which Franchisee has its principal office or is domiciled, as applicable;

(b) All lawsuits filed by you against us (whether in breach of the arbitration provisions of this Agreement or not) relating to or arising out of this Agreement or any ancillary agreement shall be required to be filed in one of these courts. Lawsuits filed by us against you may be filed in any of these courts or in any court in which jurisdiction and venue are proper; and

(c) In all lawsuits related to or arising out of this Agreement, you consent and agree that you may be served with process outside of Ohio in the same manner of service that may be made within Ohio by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction. You hereby waive any defense you may have of insufficiency of service of process relating to such service. This method of service shall not be the exclusive method of service available in such lawsuits and shall be available in addition to any other method of service allowed by law.

24.8 We and you agree that the arbitration of any disputes between us and you or any other proceeding shall be conducted on an individual basis and not a class-wide, multiple plaintiff or similar basis and that such disputes shall not be consolidated with the arbitration of any other disputes which might arise between us and any other System franchise owners.

24.9 Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, or the United States Arbitration Act (9 U.S.C. § 1 et seq.), this Agreement, and the franchise rights granted herein shall be governed by and construed in accordance with the substantive laws of the State of Ohio without application of its conflicts of law rules; provided, however, that if the Franchisee is not a resident of the State of Ohio, or if the Franchisee is a corporation, limited liability company, or partnership that is not organized or incorporated under the laws of the State of Ohio, and in either case the Franchised Business is not located in the State of Ohio, the parties hereby waive the application of the Ohio Business Opportunity Plans Act (Ohio Revised Code § 1334.01 et seq.), to the extent permitted by law. If any provision, or portion hereof in any way contravenes the laws of any state or jurisdiction where this Agreement is to be performed, such provision, or portion thereof, shall be deemed to be modified to the extent necessary to conform to such laws, and still be consistent with the parties' intent as evidenced herein.

24.10 You agree that the sole recourse for claims arising between the parties shall be against us or our successors and assigns. You agree that our shareholders, members, managers, directors, officers, employees and agents and those of our affiliates shall not be personally liable nor named as a party in any action or arbitration between you and us. The parties further agree that, in connection with any such proceeding, each must submit or file any claim constituting a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed as described above shall be forever barred. No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement. Any arbitration award will have a binding effect only on the actual dispute arbitrated and will not have any collateral effect on any other dispute whatsoever, whether in litigation, arbitration, mediation, or other dispute resolution proceeding.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS BINDING ARBITRATION PROVISION AND SPECIFICALLY AFFIRM THAT THIS PROVISION IS ENTERED INTO WILLINGLY AND VOLUNTARILY AND WITHOUT ANY FRAUD, DURESS, OR UNDUE INFLUENCE ON THE PART OF US OR ANY OF OUR AGENTS OR EMPLOYEES.

25. Indemnification.

25.1 You agree at all times to defend at your own cost, and to indemnify and hold harmless to the fullest extent permitted by law, us, our affiliates, successors, assigns and designees, and the respective directors, members, managers, officers, employees, agents, shareholders, attorneys, designees, and representatives of each (us and all other hereinafter referred to collectively as "Indemnitees") from all losses and expenses (as hereinafter defined) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises out of or is based upon your operation of the Franchised Business and exercise of your rights under this Agreement, including without limitation any of the following: (i) your infringement or alleged infringement of, or any other violation or alleged violation of, any patent, trade or service mark or copyright or other proprietary right owned or controlled by third parties; (ii) your alleged violation or breach of any warranty, representation, agreement or obligation in this Agreement; any act, errors or omissions of you or any of your agents, servants, employees, contractors, partners, proprietors, affiliates or representatives; (iii) the inaccuracy, lack of authenticity or nondisclosure of any information by you to any customer of the Franchised Business; (iv) any services or goods provided by you or any affiliated or non-affiliated participating entity, or any failure to pay for the same; (v) any action arising from an alleged violation of a labor or employment law; (vi) any action by any customer of the Franchised Business, and, any damage to the property of you or us, our or your agents or employees, or any third party, whether or not such losses, claims, costs, expenses, damages, or liabilities were actually or allegedly caused in part through the active or passive negligence of us or you or any of us or your respective agents or employees, or resulted from any strict liability imposed on us or you or any of our or your respective agents or employees. As between us and you, you are solely responsible for the safety and well-being of your employees and the customers of the Franchised Business.

25.2 For the purpose of this Section, the term "losses and expenses" shall be deemed to include all losses, compensatory, exemplary or punitive damages, fines, charges, costs, expenses, lost profits, attorneys' fees, experts' fees, court costs, settlement amounts, judgments, compensation for damages to our reputation and goodwill, costs of or resulting from delays, financing, costs of advertising material and media time/space, and costs of changing, substituting or replacing same, and any and all expenses of recall refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

25.3 You agree to give us written notice of any such action, suit, proceeding, claim, demand, investigation or inquiry that could be the basis for a claim for indemnification by any Indemnitees within three (3) days of your actual or constructive knowledge of it. We may elect to undertake the defense and/or settlement of any such action, suit, proceeding, claim, demand, inquiry or investigation, provided that we will seek your advice and counsel, and shall keep you informed, with regard to any such proposed or contemplated settlement(s). Such an undertaking by us shall in no manner or form diminish your obligation to indemnify us and to hold us harmless. Alternatively, we may make arrangements with you for your defense and/or settlement of such matter and you shall pay all costs thereof and shall provide full indemnification to us with respect to any judgment or settlement as provided in Section 25.1.

25.4 In order to protect persons or property, or our reputation or goodwill, or the reputation or goodwill of others, we may, as we deem appropriate, at any time and without notice, offer, order, consent or agree to settlements or take such other remedial or corrective actions as we deem expedient with respect to the action, suit, proceeding, claim, demand, inquiry, or investigation if, in our sole judgment, there are reasonable grounds to believe that:

(a) any of the acts or circumstances enumerated in this Section have occurred, or

(b) any act, error, or omission of you may result directly or indirectly in damage, injury or harm to any person or property.

25.5 All losses and expenses incurred under this Section shall be chargeable to and paid by you pursuant to your obligations of indemnity under this Section regardless of any actions, activity or defense undertaken by us or the subsequent success or failure of such actions, activity or defense. Indemnitees do not assume any liability whatsoever for acts, errors, or omissions of those with whom you may contract, regardless of the purpose. You shall hold harmless and indemnify Indemnitees for all losses and expenses which may arise out of any acts, errors or omissions of these parties. Under no circumstances shall Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against you. You agree that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by Indemnitees from you.

25.6 Specifically excluded from the indemnity you give hereby is any liability associated with us or the other Indemnitees' gross negligence, willful misconduct or criminal acts (except to the extent that joint liability is involved, in which event the indemnification provided herein shall extend to any finding of comparative or contributory negligence attributable to you).

26. Independent Contractor.

26.1 You understand and agree that, under this Agreement, you are and shall be an independent contractor of us. No employee of yours shall be deemed to be an employee of ours. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. You shall not, without our prior written approval, have any power to obligate us for any expenses, liabilities or other obligations, other than as is specifically provided for in this Agreement. We shall not have the power to hire or fire or control your employees and, except as herein expressly provided, we may not control or have access to your funds or the expenditure thereof, or in any other way exercise dominion or control over the Franchised Business. You expressly agree, and will never contend otherwise, that our authority under this Agreement to approve your manager for your Franchised Business does not directly or indirectly vest in us the power to hire, fire or control any such employee. It is further understood that you will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You acknowledge that we do not control your personnel policies, including establishing wage and hour requirements, hiring, firing, setting wages, disciplining, supervising and record keeping of your employees. You will file your own tax, regulatory and payroll reports with respect to your employees or agents and operations, saving and indemnifying us of and from any liability of any nature whatsoever by virtue of it.

26.2 It is expressly understood and agreed that neither you nor any employee of yours will, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of ours for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal government agency.

26.3 You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the Franchised Business and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in our Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Franchised Business, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Franchised Business.

26.4 **YOU SHALL CONSPICUOUSLY IDENTIFY YOURSELF IN ALL DEALINGS WITH YOUR CLIENTS, CONTRACTORS, SUPPLIERS, PUBLIC OFFICIALS AND OTHERS, AS AN INDEPENDENT FRANCHISEE OF OURS, AND SHALL PLACE SUCH NOTICE OF INDEPENDENT OWNERSHIP ON ALL FORMS, BUSINESS CARDS, STATIONERY, ADVERTISING, SIGNS AND OTHER MATERIALS AND IN SUCH FASHION AS WE MAY, IN OUR SOLE AND EXCLUSIVE DISCRETION, SPECIFY AND REQUIRE FROM TIME TO TIME, IN OUR MANUALS (AS SAME MAY BE AMENDED FROM TIME TO TIME) OR OTHERWISE.**

26.5 **EXCEPT AS OTHERWISE EXPRESSLY AUTHORIZED BY THIS AGREEMENT, NEITHER PARTY HERETO WILL MAKE ANY EXPRESS OR IMPLIED AGREEMENTS, WARRANTIES, GUARANTEES OR REPRESENTATIONS OR INCUR ANY DEBT IN THE NAME OF OR ON BEHALF OF THE OTHER PARTY, OR REPRESENT THAT THE RELATIONSHIP BETWEEN FRANCHISOR AND FRANCHISEE IS OTHER THAN THAT OF FRANCHISOR AND FRANCHISEE. WE DO NOT ASSUME ANY LIABILITY, AND WILL NOT BE DEEMED LIABLE, FOR ANY AGREEMENTS, REPRESENTATIONS, OR WARRANTIES MADE BY YOU WHICH ARE NOT EXPRESSLY AUTHORIZED UNDER THIS AGREEMENT, NOR WILL WE BE OBLIGATED FOR DAMAGES TO ANY PERSON OR PROPERTY WHICH DIRECTLY OR INDIRECTLY ARISE FROM OR RELATE TO THE OPERATION OF THE FRANCHISED BUSINESS.**

27. Franchisor's Withholding of Consent - Franchisee's Exclusive Remedy.

Whenever this Agreement requires our approval or consent, you shall make a timely written request to us. Unless a different period is specified in this Agreement, we shall respond in writing with our approval or disapproval within fifteen (15) business days of receipt of such request. If we have not specifically approved a request in writing within such fifteen (15) business day period, such failure to respond shall be deemed as a disapproval of any such request. In no event shall you be entitled to make, nor shall you make, any claim, and you hereby waive any claim for money damages, nor shall you claim any money damages, by way of set-off, counterclaim or defense, based upon any claim or assertion by you that we have unreasonably withheld or unreasonably delayed any consent or approval to a proposed act by you under any of the terms of this Agreement. Your sole remedy for any such claim shall be an arbitration proceeding in accordance with the terms of this Agreement to enforce any such provisions.

28. Enforcement Costs and Expenses.

You shall pay us on demand any and all costs and expenses we incur in enforcing the terms of this Agreement, including, but not limited to, our overhead costs and our expenses for our staff's time and efforts to obtain overdue reports and/or payments or to address and/or resolve defaults; costs and commissions due to a collection agency; attorneys' fees; and our administrative costs. If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal proceeding or if we are required to enforce this Agreement in a judicial or arbitration proceeding or if you institute any legal action to interpret or enforce the terms of this Agreement and we prevail, you must reimburse us for our costs and expenses, including court costs, arbitration and arbitrator costs, expert witness fees, discovery costs, and reasonable accounting and attorneys' fees and costs on appeal together with interest charges on all of the foregoing whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. All such costs and expenses shall be prorated to properly reflect any partial prevailing in the proceeding, as determined by the arbitrator or the court. We are entitled to have any amount awarded be part of the award or judgment. Your duty to pay all of the above costs and expenses shall survive the termination or expiration of this Agreement.

29. Cross-Default.

Any default by you of any other agreement between you and us shall be deemed a default under this Agreement, and any default by you under this Agreement shall be deemed a default under any and all other agreements between you and us. If the nature of such default under any other agreement would have permitted us to terminate this Agreement had said default occurred hereunder, we shall have the right to terminate this Agreement and all of the other agreements between you and us in the same manner as provided herein for termination of this Agreement.

30. Limitation of Actions.

You agree that no cause of action arising out of or under this Agreement may be maintained by you against us unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us hereunder, whichever occurs sooner, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off. You understand that this time limit might be shorter than otherwise allowed by law. You hereby waive the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by us, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

31. Damages and Waiver of Jury Trial.

31.1 The parties waive, to the extent permitted by law, any claim for punitive or exemplary damages against each other, regardless of each parties' respective right to such damages under the choice of law provision herein except with regard to claims involving our Licensed Marks and our Confidential Information. Only claims, controversies or disputes involving you and no claims for or on behalf of any other franchisee, franchisor or supplier may be brought by you hereunder. Furthermore, you and we each irrevocably waive our right to a trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either party. You and we acknowledge that this waiver of jury trial rights provides the parties with the mutual benefit of uniform interpretation of this Agreement and resolution of any dispute arising out of this Agreement and any aspect of the parties' relationship. You and we further acknowledge the sufficiency and receipt of mutual consideration for such benefit.

31.2 Any claim for lost earnings or profits by you shall be limited to a maximum amount equal to the net profits of the Franchised Business for the prior year as shown on your federal income tax return.

32. Step-in Rights.

32.1 If a material default under this Agreement occurs and remains uncured, or is not subject to cure, or if your actions jeopardize the integrity of the Licensed Marks or the System, then you authorize us or our designee to operate the Franchised Business for as long as, in our reasonable judgment, it is necessary or practical. You acknowledge that this right to step-in is necessary to preserve the value and integrity of the Licensed Marks and the System. Even if we exercise this right to step in, you agree that we do not lose or waive a right to exercise any other rights or remedies we may have and the exercise of such right shall not be considered a termination, constructive or otherwise, of this Agreement. Among the reasons we may act under these step-in rights are:

(a) We reasonably determine that you are unable to operate the Franchised Business because you are absent or incapacitated because of illness, accident, injury or death;

(b) You have not paid your monetary obligations to us or others when they are due;

(c) You have not removed non-consensual liens or encumbrances placed against the Franchised Business; or

(d) We determine that material operational problems require that we operate the Franchised Business for a period of time.

32.2 During a step-in period, you shall immediately turn over to us all customer keys, access cards, and/or any means you use to access customer's residences or places of business. We will maintain in a separate account, all Gross Sales of the Franchised Business. From that account we will pay all expenses of the Franchised Business, which will include all amounts owed under this Agreement, and our then-current fees we charge for these services, which as of the Effective Date is $200 per hour per employee performing services, plus any expenses for our representatives. If these step-in rights are exercised, you agree to hold us harmless and hold harmless our representatives for all actions or omissions which occur during the course of the temporary operation. You agree to pay our attorneys' fees that we

may incur in connection with the exercise and maintenance of these step-in rights. Nothing in this Section will prevent us from exercising any other rights which we may have, including the right to terminate the Agreement.

33. Variations on the Standard.

We reserve the right to materially vary the terms and standards we apply to a Granite Garage Floors franchisee, including financial terms and conditions, for any franchisee, including you, based upon the peculiarities of a particular area, including density of population, business potential, population of trade area, existing business practices, or any other conditions we determine to have or to potentially have a significant effect on the successful operation of such franchisee's business. Variations from standard specifications and practices granted to other franchisees shall not under any circumstances, be construed to require us to disclose or grant to you a like or similar variation hereunder, either now or in the future.

34. Entire Agreement; Modification.

This Agreement and the exhibits constitute the entire agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior and contemporaneous oral and/or written agreements between the parties. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon us or you unless in writing and signed by an authorized officer of both you and us; provided, however, Franchisor may unilaterally modify or otherwise change the Manual(s). No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement. Nothing in this Agreement is intended to disclaim the representations we have made in the Franchise Disclosure Document which we furnished to you.

35. Notices.

All approvals, requests, notices, and reports required or permitted under this Agreement will not be effective unless in writing and delivered to the party entitled to receive the notice in accordance with this Section. All notices permitted or required to be delivered pursuant to this Agreement shall be deemed so delivered:

(a) when delivered by hand;

(b) three (3) days after placed in the United States mail by registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after placed in the hands of an overnight courier, for next day delivery, and in either case addressed to the party to be notified at its most current principal business address of which the notifying party has been notified (which, in the case of Franchisee, includes the address of the Franchised Business); or

(c) one (1) business day after being sent via email to the party to be notified as follows: if to Franchisor, to legal@thresholdbrands.com and if to Franchisee, the Franchisor-provided email address for the Franchised Business.

36. Miscellaneous.

36.1 All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all invalid or unenforceable provisions were not contained herein, and all partially valid and enforceable provisions shall be interpreted and enforced to the extent they are intelligible, valid and enforceable.

36.2 If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of, or refusal to renew, this Agreement than is required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice requirements hereof. Such modifications to this Agreement shall be effective only in such jurisdiction and this Agreement shall otherwise be enforced as originally made and entered into in all other jurisdictions.

36.3 No waiver by us or by you of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by us of any payments due to us hereunder shall not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement. Any conditional waiver granted by us shall be subject to our continuing review, may subsequently be revoked for any reason effective upon your receipt of ten (10) days prior written notice to that effect, and shall be without prejudice to any other rights we may have.

36.4 You shall not, on grounds of an alleged non-performance by us of any of our obligations or for any other reason, withhold payment of any amount due pursuant to the terms of this Agreement. No endorsement or statement on any check or payment of any sum less than the full sum due to us shall be construed as an acknowledgement of payment in full or an accord and satisfaction, and we may accept and cash such check or payment without prejudice to its right to recover the balance due or pursue any other remedy provided herein or by law. We may apply any payments made by you against any past due indebtedness of yours as we may see fit. We may set off against any sums payable to you hereunder any unpaid debts due from you to us.

36.5 The rights and remedies of the parties hereunder are cumulative and no exercise or enforcement by a party of any right or remedy hereunder shall preclude the exercise or enforcement by that party of any other right or remedy herein contained, or to which it is entitled by law.

36.6 You agree and acknowledge that you have not been induced to enter into this Agreement in reliance upon, nor as a result of, any statements, representations, warranties, conditions, covenants, promises, or inducements whatsoever, whether oral or written, and whether directly related to the contents hereof or collateral hereto, made by us, our officers, members, managers, directors, shareholders, agents, employees or contractors not contained in this Agreement.

36.7 Neither party hereto shall be liable for any loss or damage due to any delay in the performance of the terms hereof (except for the payment of money which shall not be delayed) by reason of strikes, lockouts and other labor troubles, fires, riots, wars, embargos and commotion, or acts of God; provided, however, the forgoing shall not apply to a party's payment obligations hereunder. Any such delay shall extend performance only so long as such event is in progress.

36.8 In all respects, time shall be of the essence hereof.

36.9 The provisions hereof shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns unless otherwise specifically restricted by the terms of this Agreement.

36.10 You and we agree that if this Agreement contains any errors or omissions that each will sign corrective documents as needed.

36.11 You acknowledge and agree that exchanging information with us by electronic transmission ("e-mail") is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and Affiliates ("Official Senders") to you during the Term and any renewal thereof. You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your officers, directors, members, managers, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term.

36.12 Whenever we reserve or are deemed to have reserved discretion in a particular area or where we agree or are deemed to be required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "Reasonable Business Judgment" in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest.

Examples of items that will promote or benefit the System include without limitation enhancing the value of the Licensed Marks, improving customer service and satisfaction, improving service or product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System. We are not required to consider any of your or any other franchisee's particular economic or other circumstances when exercising our Reasonable Business Judgment. Decisions we make using our Reasonable Business Judgment will not affect all franchisees equally, and some may be benefited while others are not. Neither you nor any third party (including without limitation an arbitrator or a court of competent jurisdiction), shall substitute its judgment for our Reasonable Business Judgment.

36.13 This Agreement has been written in the English language and the rules of construction and definitions of the English language will be applied in interpreting this Agreement. You represent that you, your owners, and office personnel are fluent in English and have consulted with legal counsel to the extent necessary to understand the provisions of this Agreement. The English language version of this Agreement will be the official and binding Agreement between the parties. All notices and communications required or permitted under this Agreement, including without limitation all meetings, mediations, arbitration and litigation, will be conducted and written in the English language. In addition, we will provide all services and materials under this Agreement, including without limitations the Manuals and all training programs, seminars, conventions, programs and meetings, in the English language and will not have a duty to provide any translation or interpreter services for any of your personnel. You will be solely responsible for the cost of any related translation or interpreter services.

36.14 The Section headings are for convenience only and do not define, limit or construe the contents thereof. The term "Franchisee" as used herein is applicable to one (1) or more persons, a corporation, limited liability company, or a partnership, as the case may be, and the singular usage includes the plural and the masculine and feminine usages include the other. If there is more than one signatory as "Franchisee", all of Franchisee's obligations hereunder and under any other agreement with Franchisor or its affiliates shall be joint and several in each and every respect and fully enforceable against each signatory. References in this Agreement to the termination of this Agreement, or the termination of the Term of the Agreement, shall be deemed to include the expiration of this Agreement without renewal.

37. Acknowledgements.

37.1 No representation has been made by us (or any employee, agent or salesperson thereof) and relied upon by you as to the future or past income, expenses, sales, volume or potential profitability, earnings or income of the Franchised Business, or any other franchised business, other than the information provided in our Franchise Disclosure Document.

37.2 Prior to the execution of this Agreement, you have had the opportunity to contact all of our existing franchisees.

37.3 You have had the opportunity to independently investigate, analyze and construe both the business opportunity being offered hereunder, and the terms and provisions of this Agreement, utilizing the services of counsel, accountants or other advisors (if you so elect).

37.4 We have certain rights reserved to us to own and operate franchised businesses; to franchise other franchised businesses; and, to otherwise use the System, Licensed Marks, know-how, techniques and procedures, as we see fit.

37.5 You have received a complete copy of this Agreement, with all Attachments, Exhibits referenced in this Agreement, and other related agreements, if any, at least seven (7) days prior to the date on which you executed this Agreement. You further acknowledge that you received our Franchise Disclosure Document at least fourteen (14) days prior to the date on which this Agreement was executed by you.

37.6 No representation or statement has been made by us (or any employee, agent or salesperson thereof) and relied upon by you regarding your ability to procure any required license or permit that may be necessary to the offering of one or more of the services contemplated to be offered by the Franchised Business.

37.7 You affirm that all information set forth in any and all applications, financial statements and submissions to us is true, complete and accurate in all respects, with you expressly acknowledging that we are relying upon the truthfulness, completeness and accuracy of such information.

37.8 You have carefully considered the nature and extent of the restrictions upon you set forth in this Agreement (including, without limitation, the covenants not to compete and the restrictions on assignment) and the rights and remedies conferred upon you and us under this Agreement. You acknowledge such restrictions, rights and remedies: (a) are reasonable, including, but not limited to, their term and geographic scope; (b) are designed to preclude competition which would be unfair to you and us; (c) are fully required to protect your and our legitimate business interests; and, (d) do not confer benefits upon you or us that are disproportionate to your detriment.

37.9 You agree and acknowledge that fulfillment of any and all of our obligations in this Agreement or based on any oral communications which may be ruled to be binding in a court of law shall be our sole responsibility and none of our agents, employees, representatives, nor any individuals associated with us or our affiliates shall be personally liable to you for any reason.

37.10 You acknowledge and understand that any training, support, guidance or tools we provide to you as part of the Franchise are for the purpose of protecting the System, our brand, and the Licensed Marks and to assist you in the operation of your Franchised Business and not for the purpose of controlling or in any way intended to exercise or exert control over your decisions or day-to-day operations of the Franchised Business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters.

38. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. An electronic signature (whether digital or encrypted, such as one transmitted via DocuSign) and/or a signature transmitted via electronic means (such as one transmitted via facsimile or in a PDF format via email) shall be effective to bind the party that transmitted the signature to the same extent as would a handwritten signature.

39. Effective Date.

This Agreement shall not be effective until accepted by us as evidenced by signing by an authorized officer of Franchisor. Such date shall be referred to herein as the Effective Date. If this Agreement is signed as part of the renewal of the Franchise, then the Effective Date shall be the first day after the expiration of the Term of the prior franchise agreement, or the date upon which an authorized officer of the Franchisor has signed this Agreement, whichever is later.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

FRANCHISOR:

Granite Garage Floors Franchising, LLC

By: _____

Its: _____

FRANCHISEE:

By: _____

By: _____

FRANCHISE AGREEMENT EXHIBIT A

TERRITORY

The "Territory" shall be defined as follows:

The Territory shall include the geographical area of the following zip codes as of_____, 20__;

An official map denoting boundaries will be used for geographical borders. Should the geographical borders of this area change in any way, it will have no effect on the current territory. Homes on the Territory side of roads that are bordering this Territory shall be included within this Territory. Franchisor has the final say in any Territory dispute.

The "Qualified Household Number" applicable to the Territory is:

FRANCHISE AGREEMENT EXHIBIT B

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Questionnaire. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.

This Questionnaire shall not apply to residents of Maryland or if the franchise is located in Maryland.

Do not sign this Questionnaire if you are a resident of Washington or if the franchise is to be located in Washington.

FRANCHISE COMPLIANCE QUESTIONNAIRE

As you prepare to enter into a Franchise Agreement with Granite Garage Floors Franchising, LLC ("GGF"), it is important to determine whether any statements or promises were made to you, either orally or in writing, which were not authorized by GGF and which may be untrue, inaccurate or misleading.

Please provide honest and complete responses to each of the following:

1. Have you received and personally reviewed our Franchise Agreement and all its attachments?

Yes ____ No ___

2. Have you received and personally reviewed the Franchise Agreement which you are to sign, with all its blanks completed?

Yes ____ No ___

If your answer is Yes, please state what date this completed Franchise Agreement was received: _____

3. Have you received and personally reviewed our Franchise Disclosure Document (FDD)?

Yes ____ No ___

Please state the date you received the FDD: _____

Did you sign a receipt for the FDD confirming the date you received it?

Yes ____ No ___

4. Did you have an opportunity to review GGF's Operation Manual and live data via their Cloud System?

Yes ____ No ___

5. Have you had the opportunity to discuss the benefits and risks associated with purchasing a GGF franchise with an attorney, accountant or other professional advisor?

Yes ____ No ___

Do you understand those risks? Yes ____ No ___

6. Do you understand that the success or failure of your GGF franchise will depend in large part upon your skills and abilities, the competition, and general business and economic factors such as inflation, interest rates and cost of labor?

Yes ____ No ___

7. Do you understand that any training, support, guidance or tools we provide to you as part of the GGF franchise, are for the purpose of protecting the GGF brand and trademarks, and to assist you in the operation of your business and not for the purpose of controlling, or in any way intended to exercise or exert control over your decisions or day-to-day operations of your business, including your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of your employees and all other employment and employee related matters?

Yes ____ No ___

If No, please comment:_____

CONSIDER THE FOLLOWING QUESTIONS IN REGARD TO INFORMATION PROVIDED DIRECTLY FROM FRANCHISOR OR ITS REPRESENTATIVES (NOT ITS FRANCHISEES):

8. Has any employee, broker or other person representing GGF made any statements or promises concerning the revenues, profits or operating costs of a GGF franchise that contradicts any information in the FDD?

Yes ____ No ___

9. Has any employee, broker or other person representing GGF made any statements or promises concerning the amount of money you may earn in the operating of a GGF franchise that contradicts any information in the FDD?

Yes ____ No ___

10. Has any employee, broker or other person representing GGF made any statements or promises concerning the likelihood of success that you should or might expect to achieve from operating a GGF franchise that contradicts any information in the FDD?

Yes ____ No ___

11. Has any employee, broker or other person representing GGF made any statements or promises concerning the advertising, marketing, training or support service or assistance that we will furnish to you that contradicts any information in the FDD? Yes ____ No ___

12. Has any employee, broker or other person representing GGF made any statements or promises concerning the costs you may incur in starting or operating the GGF franchise that contradicts any information in the FDD?

Yes ____ No ___

13. Has any employee, broker or other person representing GGF made any statements or promises or agreements relating to the GGF franchise that contradicts any information in the FDD?

Yes ____ No ___

If you have answered Yes to any of the questions numbered 8 through 13 above, please provide a full explanation ***for each.*** Attach additional pages if necessary.

_____

_____

_____

Your answers are important to us and we will rely on them; by signing this Questionnaire, you are representing that you have responded truthfully to all of the above questions.

Date: _____ Prospective Franchisee: _____

FRANCHISE AGREEMENT EXHIBIT C

GUARANTY AGREEMENT

This Guaranty Agreement (the "Agreement") is entered into as of _____, between ____ _____ of _____("Guarantor"), and **Granite Garage Floors Franchising, LLC** a Georgia limited liability company ("Franchisor").

RECITALS

A. WHEREAS, Franchisor and _____("Franchisee"), have entered into a Franchise Agreement dated _____, as it may be amended from time-to-time (the "Franchise Agreement").

B. WHEREAS, Guarantor is a shareholder, director, officer, member, owner and/or partner of Franchisee.

NOW, THEREFORE, in consideration of, and as an inducement to Franchisor to enter into the Franchise Agreement with Franchisee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor hereby covenants and agrees as follows:

1. Guarantor warrants that the facts contained in Recitals A and B are correct;

2. Guarantor has read the terms and conditions of the Franchise Agreement and this Agreement;

3. Guarantor personally and unconditionally makes all the covenants, representations and agreements of Franchisee set forth in the Franchise Agreement, and that Franchisee is obligated to perform thereunder, as if Guarantor had signed the Franchise Agreement individually as party to the Franchise Agreement;

4. Guarantor personally, unconditionally, and irrevocably guarantees to Franchisor and its successors and assigns, that all of Franchisee's obligations, undertakings, agreements and covenants set forth in the Franchise Agreement, will be punctually paid and performed during the term of the Franchise Agreement and thereafter, as applicable;

5. Guarantor unconditionally and irrevocably agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement;

6. Upon default by Franchisee under the Franchise Agreement or notice from Franchisor of Franchisee's default under the Franchise Agreement, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement;

7. Without affecting the obligations of any Guarantor under this Agreement, Franchisor may, without notice to Guarantor, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or any Guarantor, or settle, adjust or compromise any claims against Franchisee or any Guarantor;

8. Guarantor waives all demands and notices of every kind with respect to enforcement of this Agreement, including, without limitation, notice of presentment, demand for payment or

performance by Franchisee, any default by Franchisee or any Guarantor, and any release of any Guarantor or other security for the Franchise Agreement or the obligations of Franchisee thereunder;

9. Franchisor may pursue its rights against any Guarantor without first exhausting its remedies against Franchisee and without joining any other Guarantor hereto, and no delay on the part of Franchisor, in the exercise of any right or remedy, shall operate as a waiver of such right or remedy, and no single or partial exercise of such right or remedy, shall preclude the further exercise of such right or remedy. Guarantor shall be jointly and severally liable for all obligations under the Franchise Agreement and this Agreement with all other guarantors guaranteeing the obligations under the Franchise Agreement regardless of whether such guarantors have executed this Agreement or a separate Guaranty Agreement;

10. Upon receipt by Franchisor of notice of the death of Guarantor, the estate of the deceased Guarantor shall be bound by this Agreement, but only for defaults and obligations under the Franchise Agreement existing at the time of death. In any such event, the obligations of all other Guarantors, whether hereunder or under any other Guaranty Agreement, shall continue in full force and effect;

11. This Agreement will continue and is irrevocable during the term of the Franchise Agreement and, after its termination or expiration without renewal of the franchise granted thereunder, with respect to those provisions that survive its termination or expiration, which shall also include any transfer of the franchise granted thereunder;

12. Guarantor's obligations under this Agreement are effective on the effective date of the Franchise Agreement, regardless of the actual date of signature;

13. This Agreement is governed by Ohio law without application of its conflict of laws rules. Guarantor irrevocably submits to the jurisdiction and venue of the state and federal courts of competent jurisdiction located in Cleveland, Ohio, or if venue does not lie in such courts, then a court of competent jurisdiction within Cuyahoga County, Ohio. Guarantor hereby waives any defense Guarantor may have of lack of personal jurisdiction or improper venue in any such lawsuits filed in these courts;

14. If Franchisor is required to enforce this Agreement in any judicial or arbitration proceeding or on any appeal, Guarantor shall reimburse Franchisor for its enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Agreement;

15. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. An electronic signature (whether digital or encrypted, such as one transmitted via DocuSign) and/or a signature transmitted via electronic means (such as one transmitted via facsimile or in a PDF format via email) shall be effective to bind the party that transmitted the signature to the same extent as would a handwritten signature.

16. Guarantor acknowledges that he or she has obtained independent legal advice before signing this Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, Guarantor has entered into this Agreement effective as of the first date set forth above, regardless of the actual date of execution.

_____

Signature

_____

Print Name

_____

Address

FRANCHISE AGREEMENT EXHIBIT D

GRANITE GARAGE FLOORS FRANCHISING, LLC
ELECTRONIC FUNDS TRANSFER (EFT)
AUTHORIZATION AGREEMENT

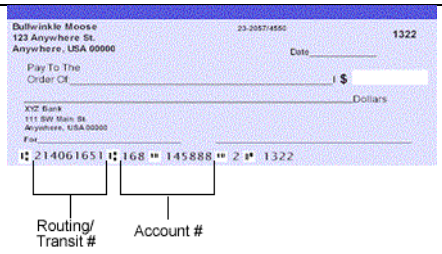
The undersigned ("Franchisee"), hereby authorizes **Granite Garage Floors Franchising, LLC**, a Georgia limited liability company, with principal offices at 17700 Saint Clair Avenue, Cleveland, Ohio 44110 ("**GGF**"), to initiate electronic transfer of funds/direct debits for payment of any and all amounts which Franchisee may owe to **GGF** or its affiliates under any franchise agreement, note, security agreement, or other document or agreement between Franchisee and **GGF** or its affiliates (the "Obligations"). All transfer of funds/direct debits shall be made to and out of the bank account (the "Account") identified below at the Financial Institution identified below.

Franchisee acknowledge that the origination of Automated Clearing House (ACH) transactions to the Account must comply with the provisions of the United States law. All costs and expenses, including any resulting from the dishonor by the Financial Institution of any electronic funds transfer/direct debit, shall be Franchisee's sole responsibility. This authorization is irrevocable and shall remain in effect until thirty (30) days after the termination or expiration of the underlying Franchise Agreement between Franchisee and **GGF.**

Franchisee acknowledges that the Obligations will be debited by **GGF** as they become due, or the closest business day thereafter. Franchisee agrees to keep sufficient funds in the account listed below to pay all Obligations. If Franchisee does not have enough money in the Account to cover the transfer/direct debit, or if the Financial Institution for any other reason refuses to honor a transfer/direct debit, Franchisee will separately pay for the Obligations upon demand.

An electronic signature (whether digital or encrypted, such as one transmitted via Docusign) and/or a signature transmitted via electronic means (such as one transmitted via facsimile or in a PDF format via email) shall be effective to bind the Franchisee to the same extent as would a handwritten signature.

ACH Information		
Financial Institution:		
Branch:		
City	State:	Zip:
Routing/Transit Number:		
Account/Bank Number:		



ENTITY: _____

Signature: _____ Date: _____

(duly authorized, or in their individual capacity)

Signature: _____ Date: _____

(in their individual capacity)

Day Phone: _____ Evening Phone: _____

FRANCHISE AGREEMENT EXHIBIT E

FRANCHISE OPTION AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the "Amendment") is made and entered into as of _____, by and between **GRANITE GARAGE FLOORS FRANCHISING, LLC**, a Georgia limited liability company, with its principal place of business at 17700 Saint Clair Avenue, Cleveland, Ohio 44110 (hereinafter "Franchisor"), and _____, a _____ with its _____ at _____ (hereinafter "Franchisee").

1. [FOR NEW FRANCHISEES]: The Initial Franchise Fee shall be refunded to Franchisee, within ten (10) days of the opening of the Franchise so long as Franchisee has opened the Franchise within the time set forth in the Franchise Agreement, and Franchisee is not otherwise in default of the Franchise Agreement or any other agreement between Franchisee and Franchisor or its affiliates. However, the foregoing does not apply to Franchisee if Franchisee is a resident of or domiciled in, or intending to operate the Franchise wholly or partly in, any of the states of Connecticut, Georgia, Louisiana, Maine, North Carolina or South Carolina.

[FOR CERTAIN NEW FRANCHISEES]: Franchisor waives the Initial Franchise Fee stated in Section 6.1 of the Franchise Agreement.

2. Section 6.3 of the Franchise Agreement is amended as follows:

Strike "six and one-half percent (6.5%)" and replaced with "ten and one-half percent (10.5%)"

3. If the Franchise Agreement is renewed in accordance with Section 2 thereof, Franchisee and Franchisor agree that the Royalty rates, as amended by Section 2 of this Amendment, shall be applied to the renewal term and that they shall enter into an amendment of the renewal franchise agreement if necessary to apply the foregoing Royalty rate.

4. Except as specifically amended above, all other provisions of the Franchise Agreement remain in full force and effect.

5. If there is a conflict between this Amendment and the Franchise Agreement, this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

GRANITE GARAGE FLOORS FRANCHISING, LLC

By:_____
Its: _____

FRANCHISEE

By:_____

FRANCHISE AGREEMENT EXHIBIT F

PROMISSORY NOTE

$_____ Dated: _____

FOR VALUE RECEIVED, the undersigned, **[FRANCHISEE ENTITY]** a [STATE] corporation/limited liability company with a principal place of business at [ADDRESS] (collectively referred to as "Maker") promises to pay to the order of **GRANITE GARAGE FLOORS FRANCHISING, LLC**, a Georgia limited liability company, (herein with its successors and/or assigns, "Payee") having its principal place of business at 17700 Saint Clair Avenue, Cleveland, Ohio 44110, or at such other place as the Payee or other holder hereof may direct in writing, the aggregate principal sum of **[AMOUNT] ($XX,XXX)** together with interest payable as follows:

1. **Interest**. The unpaid principal amount of this Promissory Note ("Note") from time to time outstanding shall bear interest at the rate of twelve percent (12%) per annum. If Maker fails to pay any installment or make any payment on this Note for ten (10) days after the same shall become due, whether by acceleration or otherwise, Payee may, at its option, impose a late charge on the undersigned in an amount equal to five percent (5%) of such installment or payment. If any payment or installment is not made within thirty (30) days after the same shall become due, Payee may, at its option, impose an additional late charge on the undersigned in an amount equal to five percent (5%) of such installment or payment. Such installment or payment shall be subject to an additional five percent (5%) late charge for each additional period of thirty (30) days thereafter that such installment or payment remains past due. The late charge shall apply individually to all installments and payments past due. This provision shall not be deemed to excuse a late installment or payment or be deemed a waiver of any other rights Payee may have, including, but not limited to, the right to declare the entire unpaid balance due under this Note immediately due and payable. In no event shall the rate of interest payable hereunder at any time exceed the highest rate of interest allowed under applicable usury laws.

2. **Principal and Interest Payments**. This Note shall be due and payable by electronic funds transfer in _____ consecutive equal monthly installments of **[AMOUNT] ($0,000.00),** with the initial installment being due and payable on **DATE**, and the remaining installments being due and payable on the same day of each consecutive month thereafter. The final installment shall be due and payable on **DATE** and shall consist of the remaining principal balance of this Note, and all unpaid interest, accrued thereon. In the event any payment date shall fall due on a Saturday, Sunday or United States banking holiday, payment shall be made on the next succeeding business day, and interest will continue to accrue on the unpaid amount during the interim. All payments of principal and interest are to be made in lawful money of the United States of America in immediately available funds.

3. **Payment Application**. Payments shall be applied first to expenses, costs, and attorney's fees which are payable under this Note, secondly to interest and finally to the reduction of principal; provided, such payments may at the option of Payee or other holder hereof, be applied to the payment of delinquent taxes, installments of special assessments, insurance premiums and/or other legal charges.

4. **Event of Default**. An "Event of Default" shall be deemed to have occurred in the event that: (a) any amount due hereunder is not paid after becoming due and payable; or (b) any default by Maker occurs in the performance of the covenants, obligations or other provisions under the Franchise Agreements between Maker and Payee (the "Franchise Agreement(s)"), or any other agreement between Maker (or its affiliates) and Payee; or (c) any representation or warranty of the Maker set forth in the Franchise Agreement(s), or any other agreement between Maker and Payee proves to have been incorrect in any material respect; or (d) Maker becomes subject to any bankruptcy, insolvency or debtor relief proceedings; or (e) Maker fails to comply with or perform any provision of this Note not constituting a default under the previous items of this paragraph and such failure continues for fifteen

(15) days after notice thereof to Maker; or (f) a default occurs causing the acceleration of any material obligation of Maker to any other creditors; or (g) any guarantor of the Franchise Agreement(s) revokes or renounces their guaranty; or (h) the Franchise Agreement(s) is terminated by Maker or by Payee or is declared terminated in any judicial proceeding.

5. **Default and Remedies**. Upon the occurrence of an Event of Default as defined herein or at any time thereafter, the entire principal and accrued interest of this Note shall become immediately due and payable, without further notice to Maker, at the option of Payee or other holder hereof. To the extent permitted by applicable law, all benefits, rights and remedies hereunder shall be deemed cumulative and not exclusive of any other benefit, right or remedy herein. The failure of Payee or other holder hereof to exercise any right or remedy hereunder shall not be deemed to be a release or waiver of any obligation or liability of the Maker.

6. **Obligations Absolute**. All obligations of Maker hereunder are absolute and unconditional, irrespective of any offset or counterclaim of Maker against Payee or other holder hereof. Maker hereby waives the right to claim or enforce any right of offset, counterclaim, recoupment or breach in any action brought to enforce the obligations of Maker under this Note.

7. **Waivers**. Maker and any co-makers, sureties, endorsers and guarantors of this Note, hereby jointly and severally waive presentment for payment, notices of non-performance or nonpayment, protest, notice of protest, notice of dishonor, diligence in bringing suit hereon, against any party hereto and notice of acceleration. Payee reserves the right, in its sole and exclusive discretion, to waive the requirement in Section 2 above that all payments hereunder be due by electronic funds transfer.

8. **Collection Costs; Attorney's Fees**. Maker agrees to pay all expenses and costs of collection, including all reasonable attorney's fees and expenses, court costs, costs of sale and costs of maintenance and repair and similar costs incurred by Payee in connection with the enforcement of this Note, the collection of any amounts payable hereunder, whether by acceleration or otherwise, and/or the sale or other disposition of any Collateral.

9. **Prepayment**. Maker may prepay this Note, in whole or in part, at any time without premium or penalty. Any partial payments shall be applied first to accrued interest and then to principal installments in reverse order of maturity.

10. **Severability**. If any term or provision of this Note or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Note, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be valid and enforced to the fullest extent permitted by law.

11. **Limitation on Interest**. All agreements between Maker and Payee, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand or acceleration of the maturity hereof or otherwise, shall the interest contracted for charged, or received by Payee, or any subsequent holder hereof, exceed the maximum amount permissible under applicable law. If any interest in excess of the maximum amount of interest allowable by said applicable laws is inadvertently paid to Payee or the holder hereof, at any time, any such excess interest shall be refunded by the holder to the party or parties entitled to the same after receiving notice of payment of such excess interest. All interest paid or agreed to be paid to Payee shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal (including the period of any renewal or extension hereof) so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between Maker and Payee as to the payment of interest.

12. **Jurisdiction and Venue**. It is hereby agreed that any and all claims, disputes or controversies whatsoever arising from or in connection with this Note, shall be commenced, filed and litigated, if at all, in the state or federal courts of competent jurisdiction located in Cleveland, Ohio, or if venue does not lie in such courts, then a court of competent jurisdiction within Cuyahoga County, Ohio. The parties waive all questions of personal jurisdiction, convenience of forum and venue for purposes of carrying out this provision.

13. **Jury Trial Waiver.** MAKER AND PAYEE IRREVOCABLY WAIVE TRIAL BY JURY, REGARDLESS OF THE FORUM, IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ARISING FROM, WHETHER DIRECTLY OR INDIRECTLY, THIS NOTE.

14. **Governing Law**. In order to effect uniform interpretation of this Note, all disputes or controversies arising out of or related hereto shall be interpreted and construed under the laws of the State of Ohio, without regard to its conflict of law rules.

15. **Amount Owing**. The records of Payee or other holder of this Note shall be prima facie evidence of the amount owing on this Note.

16. **Release**. In consideration of the credit given to the Maker as evidenced by this Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned, for himself and his agents, employees, representatives, associates, heirs, successors and assigns (collectively the "Franchisee Entities"), does hereby fully and finally release and forever discharge the Payee, and its officers, shareholders, directors, agents, employees, representatives, associates, successors and assigns (collectively, the "Franchising Entities") of and from any and all actions and causes of action, suits claims, demands, damages, judgments, accounts, agreements, covenants, debts, levys and executions, including without limitation attorneys' fees, whatsoever, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, whether at law or in equity, which the Franchisee Entities, or any one or more of them, have had, now have or may in the future, have against the Franchising Entities, or any one or more of them, arising out of, in connection with or relating in any way to that certain franchise agreement between the undersigned and Payee, dated _____, 20__ (the "Franchise Agreement"), or any other agreement between the undersigned and Payee**,** including but not limited to, any actions for fraud or misrepresentation, violation of any franchise laws, violation of any state or federal antitrust or securities laws, or violation of any common law, from the beginning time to the date of this Note; provided, however, specifically excluded from the release provisions of this Note shall be all obligations of Payee, under the Franchise Agreement first accruing on and after the date hereof.

This release does not apply to claims arising under the Washington Franchise Investment Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220(2).

17. **Assignment**. Payee may sell or assign this Note at Payee's sole discretion. If Payee sells or assigns this Note Payee will not remain primarily obligated under the Note. Additionally, Maker will also lose all of its defenses against Payee as they relate to this Note as a result of the sale or assignment.

18. **Execution**. An electronic signature (whether digital or encrypted, such as one transmitted via DocuSign) and/or a signature transmitted via electronic means (such as one transmitted via facsimile or in a PDF format via email) shall be effective to bind the party that transmitted the signature to the same extent as would a handwritten signature.

[Signatures on the following page]

IN WITNESS WHEREOF, Maker has made, executed and delivered this Note effective as of the date first above written.

MAKER:

[INSERT NAME OF FRANCHISEE ENTITY]

By: _____

[NAME]

Its: [TITLE]

PAYEE:

GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____

[NAME]

Its: [TITLE]

FRANCHISE AGREEMENT EXHIBIT G

RENEWAL AMENDMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the "Amendment") is made and entered into as of _____, by and between **GRANITE GARAGE FLOORS FRANCHISING, LLC**, a Georgia limited liability company, with its principal place of business at 17700 Saint Clair Avenue, Cleveland, Ohio 44110 (hereinafter, "Franchisor"), and _____, [an individual] or [a ____ corporation/limited liability company] with [a primary residence] or [its principal place of business] at _____ (hereinafter "Franchisee").

Franchisor and Franchisee entered into a Franchise Agreement dated _____ for the operations of a Granite Garage Floors Franchise around the area of _____ ("Old Franchise Agreement") and now wish to renew.

Franchisor and Franchisee have entered into a renewal Franchise Agreement dated _____ ("Franchise Agreement") and now agree to amend that Franchise Agreement as follows:

1. Franchisor hereby acknowledges that Franchisee has completed the selection of the office location as set forth in **Section 5** of the Franchise Agreement.

2. Franchisor waives the initial training program requirement in **Section 4** of the Franchise Agreement.

3. The Initial Franchise Fee stated in **Section 6** of the Franchise Agreement is waived and Franchisee shall not pay to Franchisor the Initial Franchise Fee.

4. Franchisee acknowledges that the Franchised Business is fully operational as of the Effective Date of the Franchise Agreement. Franchisee further acknowledges that Franchisee is responsible for all payments due upon commencement of operations (including minimum royalties) as of the Effective Date of the Franchise Agreement.

5. Release. In consideration for Franchisor's consent to renewal of the franchise, Franchisee, for itself, its affiliates, and its successors and assigns, hereby remises, releases and forever discharges Franchisor, its affiliates, successors and assigns, as well as the shareholders, members, principals, officers, directors, employees, attorneys, agents, heirs and executors of Franchisor, its affiliates, successors and assigns (collectively, the "Released Parties"), of and from any and all debts, demands, losses, actions, causes of action, suits, accounts, covenants, contracts, warranties, agreements, damages and any and all claims, demands and liabilities whatsoever, of every name and nature, both in law and in equity, including without limitation causes of action arising out of alleged conspiracy, violations of any contract, express or implied, any covenant of good faith and fair dealing, *quantum meruit*, or any federal, state or municipal statute, regulation or ordinance, that the Franchisee, its affiliates, successors or assigns may now have or ever had against the Released Parties, whether under the old Franchise Agreement, the Franchise Agreement or this Amendment, or any other agreement, transaction, relationship, duty, obligation or in any other form, known and unknown, from the beginning of the world until the date hereof, it being the intent of the Franchisee to grant in favor of the Released Parties hereby a general release. Without otherwise limiting the generality of the foregoing release, the foregoing release will not apply to obligations of Franchisor to Franchisee specifically set forth in the Franchise Agreement or this Amendment.

A. [IF FRANCHISE IS IN MARYLAND] The foregoing release shall not be construed to release any of Franchisee's claims or rights to claims under the Maryland Franchise Registration and Disclosure Law, if such release is in contravention of the Maryland Franchise Registration and Disclosure Law.

B. [IF FRANCHISEE IS A CALIFORNIA CORP OR DOMICILED IN CALIFORNIA] The foregoing release is intended as a general release of all claims, demands, actions, causes of action, obligations, damages and liabilities of any kind or nature whatsoever that relate to the matters recited therein, and is intended to encompass all known and unknown, foreseen and unforeseen claims which the releasing party may have against any party being released. Section 1542 of the California Civil Code provides:

A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him might have materially affected his settlement with the debtor.

Franchisee expressly waives the provisions of Section 1542 of the California Civil Code and expressly releases each party to be released from all liability or claims arising out of any matters recited in the release.

C. The general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

6. The parties intend to amend the Franchise Agreement only as stated in this Amendment. All remaining provisions of the Franchise Agreement are unaltered hereby and are in full force and effect. Capitalized terms not defined herein shall have the meaning ascribed to them in the Franchise Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

FRANCHISEE:
[**INSERT NAME OF FRANCHISEE**]

By: _____
Name: _____
Title: _____

FRANCHISE AGREEMENT EXHIBIT H

NOVATION AGREEMENT

THIS NOVATION AGREEMENT (the "Novation") is made and entered into this _____ day of _____ by and between: (i) Granite Garage Floors Franchising, LLC ("GGF"), a Georgia limited liability company with its principal office at 17700 Saint Clair Avenue, Cleveland, Ohio 44110, **[NAME],** an individual with a primary address at _____, ("Franchisee"), an individual with a primary address at [ADDRESS], and ENTITY, a _____ limited liability company with its principal office at _____ ("Company).

RECITALS

Franchisee is a Granite Garage Floors® franchisee under a franchise agreement with GGF dated [DATE] (the "Franchise Agreement"); and

Franchisee desires to transfer all of its right, title and interest under the Franchise Agreement and ownership of the franchise to Company; and

Franchisee will enter into GGF's then-current Guaranty Agreement as a condition to GGF's consent to the foregoing transfer; and

The parties agree that as and from the date of this Novation (the "Effective Date"), the Franchise Agreement shall be novated from Franchisee to Entity, so that from the Effective Date Company shall be bound by the terms of the Franchise Agreement in place of Franchisee and Company agrees to acknowledge and expressly assume in the name, place and stead of Franchisee all liabilities and obligations of Franchisee under the Franchise Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Novation and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. As of the Effective Date, Company agrees and undertakes to perform the obligations of Franchisee under the Franchise Agreement, whether arising prior to, on or subsequent to the Effective Date, and agrees to be bound by the terms and conditions of the Franchise Agreement in every way as if Company were named as a party to the Franchise Agreement in place of Franchisee. Company agrees to perform any and all past, present and future obligations of Franchisee under the Franchise Agreement and all other agreements executed in connection therewith.

2. As of the Effective Date, Franchisee releases GGF from the various covenants, undertakings, warranties and other obligations contained in the Franchise Agreement and from all claims and demands whatsoever in respect of the Franchise Agreement whether arising prior to, on or subsequent to the Effective Date.

3. GGF consents to the novation of Company for Franchisee described in Section 1.

4. REPRESENTATIONS AND WARRANTIES OF ENTITY AND FRANCHISEE TO GGF

(i) Company is a [limited liability company/corporation/partnership] duly constituted and validly existing and is in good standing under the laws of its incorporating jurisdiction and is duly qualified to conduct the business in each jurisdiction where the nature and extent of their business and property require the same.

(ii) Company and Franchisee possess all requisite authority and power to execute, deliver and comply with the terms of this Novation. This Novation has been duly authorized by all necessary action, has been duly executed and delivered by Company and Franchisee and constitutes a valid and binding obligation of Company and Franchisee enforceable in accordance with its terms.

(iii) Franchisee has the right to novate its rights and benefits under the Franchise Agreement to Company, free and clear of any charge, lien, pledge, security interest or direct or indirect participation interest in favor of any other person, and as of the Effective Date, the Franchise Agreement is free and clear of all charges, liens, pledges, security interests or direct or indirect participation interests in favor of any other person.

5. Personal Guaranty. Notwithstanding any terms herein that may be construed to the contrary, Franchisee shall enter into and be bound to the terms of a GGF's then-current Guaranty Agreement, and that among the obligations guaranteed thereunder; are the obligations of Company to perform under the Franchise Agreement and Franchisee shall be personally bound by and personally liable for each and every obligation of Company under the Franchise Agreement.

6. Successors and Assigns. Company may not assign, transfer, convey or otherwise delegate any of its rights, title, interest or obligations under the Franchise Agreement without GGF's prior written consent pursuant to the terms of the Franchise Agreement.

7. Dispute Resolution. Any disputes arising from or relating to this Novation shall be resolved in accordance with the dispute resolution provisions set forth in the Franchise Agreement, including the governing law and jurisdiction provisions of the Franchise Agreement.

8. Entire Agreement; Liability. This Novation shall constitute the entire integrated assignment between the parties with respect to the subject matter contained herein and shall not be subject to change, modification, amendment or addition without the express written consent of all the parties. The obligations of Franchisee and Company hereunder are joint and several in each and every respect.

9. Right to Review and to Counsel. Each party declares that the terms of this Novation have been completely read and are fully understood and voluntarily accepted by each party, after having a reasonable opportunity to retain, and confer with counsel.

10. Counterparts; Electronic Signature. This Novation may be executed in a number of identical counterparts, each of which, for all purposes, is to be deemed to be an original, and all of which constitute, collectively, one agreement, but in making proof of this Novation, it shall not be necessary to produce or account for more than one such counterpart. An electronic signature (whether digital or encrypted, such as one transmitted via Docusign) and/or a signature transmitted via electronic means (such as one transmitted in a PDF format via email) shall be effective to bind the party that transmitted the signature to the same extent as would a handwritten signature.

I HAVE READ THE ABOVE NOVATION AND UNDERSTAND ITS TERMS. I WOULD NOT SIGN THIS NOVATION IF I DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the undersigned have affixed their signatures hereto as of the day and date first above written.

GRANITE GARAGE FLOORS FRANCHISING, LLC

_____

By: _____

Its: _____

ENTITY

_____

By: [NAME], [TITLE]

_____

By: [NAME], [TITLE]

FRANCHISEE

_____

(in his individual capacity)

1.

FRANCHISE AGREEMENT EXHIBIT I

MULTI-TERRITORY DEVELOPMENT ADDENDUM

This Multi-Territory Development Addendum (this "Addendum") is made and entered into as of the___day of _____, 20__ (the "Effective Date") by and among GRANITE GARAGE FLOORS FRANCHISING, LLC, a Georgia limited liability company, with its principal place of business at 17700 Saint Clair Avenue, Cleveland, OH, 44110 ("Franchisor"), [ENTITY], a _____limited liability company/corporation and [ENTITY OR INDIVIDUAL NAME] ("You," "Your," or the "Franchisee"). If "You" are a business entity, "You" includes Your owners. Natural persons having an ownership interest in You if You are a business entity, are called an "Owner" and collectively "Owners."

INTRODUCTION

Franchisee and Franchisor have entered into one or more agreements, dated ____ (the "Franchise Agreement(s)") under which Franchisee shall own and operate a Granite Garage Floors® franchise in one or more contiguous territories, as further described in the Franchise Agreements. Franchisor has agreed that Franchisee shall be offered extended time to begin operating each territory and further that the timing of fee payments under the Franchise Agreement shall be similarly adjusted.

In consideration of the foregoing and the mutual covenants and consideration described below, You and Franchisor agree as follows:

1. Franchisee shall begin operating the Franchised Business in each territory purchased on the Effective Date according to the schedule set forth in the Rider to this Addendum.

2. Franchisee has signed, or will sign by the Effective Date, one Franchise Agreement applicable to the operation of the Franchised Business in each territory. Except as stated in this Addendum, the operation of the Franchised Business in each territory will be subject to the terms of the applicable Franchise Agreement.

3. Franchisee shall pay the Initial Franchise Fee for each territory, as stated in the applicable Franchise Agreement, no later than the Effective Date. All such fees are non-refundable.

4. Franchisee shall not be obligated to complete the Initial Training Program prior to commencing operation of the Franchised Business in the second and additional territories identified on the Rider.

5. Franchisor and Franchisee shall mutually agree upon the time for the commencement of operations of the Franchised Business in the second and additional territories, provided that (i) Franchisee must commence operations in each Territory no later than the deadline stated on the Rider and (ii) if Franchisee begins servicing customers in the second and additional territories at any point, then the date of the first customer service provided in such Territory shall be deemed the commencement of operations.

6. If Franchisee does not commence operations in a Territory according to the deadline stated in the Rider, Franchisor shall have the right to immediately terminate the applicable Franchise Agreement and all of Franchisee's rights to operate the Franchised Business in that Territory and in all other Territories in which Franchisee has not yet commenced operations. A termination under this Section 6 shall not be grounds to terminate the Franchise Agreements applicable to any Territories in which Franchisee has commenced operations.

7. If, for any reason, the Franchise Agreement or Agreements for Territories in which Franchisee has commenced operations are terminated prior to Franchisee commencing operations in all Territories, then Franchisor shall have the right to immediately terminate the Franchise Agreements for any Territories in which Franchisee has not yet commenced operations.

8. Except as otherwise stated herein, this Addendum shall be made a part of each Franchise Agreement for each of the Territories described on the Rider, and any and all matters under this Addendum shall be governed by the terms of the applicable Franchise Agreement.

9. Any disputes arising out of this Addendum shall be governed by the dispute resolution provisions of the Franchise Agreements, including the governing law and jurisdiction provisions.

10. This Addendum may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. An electronic signature (whether digital or encrypted, such as one transmitted via DocuSign) and/or a signature transmitted via electronic means (such as one transmitted via facsimile or in a PDF format via email) shall be effective to bind the party that transmitted the signature to the same extent as would a handwritten signature.

[THIS ADDENDUM CONTINUES WITH A RIDER,

WHICH IS A PART OF THIS ADDENDUM]

MULTI-TERRITORY DEVELOPMENT ADDENDUM RIDER

Development Territories:

FRANCHISE AGREEMENT NO.	TERRITORY ID	ZIP CODES

Development Schedule. Franchisee must commence operations of the Franchised Business in each territory according to the following schedule:

Franchise Agreement No.	Date by Which Operations must Commence in the Territory
XXX-XXXX	
XXX-XXXX	

GRANITE GARAGE FLOORS FRANCHISING, LLC

_____

By:

Its:

ENTITY

_____

By: [NAME], [TITLE]

FRANCHISE AGREEMENT EXHIBIT J

GRANITE GARAGE FLOORS FRANCHISING, LLC
SPOUSAL NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Non-Disclosure and Non-competition Agreement (this "Agreement") is made and entered into as of the____day of _____, 20__ (the "Effective Date") by and among GRANITE GARAGE FLOORS FRANCHISING, LLC, a Georgia limited liability company, with its principal place of business at 17700 Saint Clair Avenue, Cleveland, Ohio, 44110 ("Franchisor"), [ENTITY], a _____limited liability company/corporation and [INDIVIDUAL NAME], the spouse or domestic partner of an owner of Franchisee ("Signer") with a primary residence at _____.

RECITALS

WHEREAS, Franchisor has developed, is using and is the owner of all rights in a unique system (hereinafter "GGF SYSTEM") for the development and operation of a business which installs residential garage floor coating systems and provides other related products and services under the trade name and mark GRANITE GARAGE FLOORS (hereinafter "GRANITE GARAGE FLOORS");

WHEREAS, GGF SYSTEM includes but is not limited to certain trade names, trademarks, trade dress and logos including, but not limited to, the mark GRANITE GARAGE FLOORS, service marks, trade symbols, trade dress, signs, slogans, associated logos, designs, emblems, URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless Web addresses and the like and copyrights and such other trade names and trademarks as Franchisor may develop in the future for the purposes of identifying the GGF SYSTEM, and such other distinguishing characteristics of the GGF SYSTEM including, without limitation, distinctive sales and marketing procedures; knowledge and procedures for installing residential garage floor coating systems and providing other related products and services; management and financial control methods; and training and assistance, all of which may be changed, improved and further developed by Franchisor from time to time ("Trade Secrets");

WHEREAS, Franchisor's Trade Secrets provide economic advantages to Franchisor and are not generally known to or readily ascertainable by proper means by Franchisor's competitors who could obtain economic value from knowledge and use of Franchisor's Trade Secrets;

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of Franchisor's Trade Secrets;

WHEREAS, Franchisor and Franchisee desire to enter into a Franchise Agreement which will grant Franchisee a limited right to operate a Franchised Business (as defined in the Franchise Agreement) within a territory using the GGF SYSTEM and Franchisor's Trade Secrets for a period defined in the Franchise Agreement ("Franchise Agreement");

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the GGF SYSTEM of restricting use, access and dissemination of Franchisor's Trade Secrets; and

WHEREAS, it is anticipated that Signer may have access to learn Franchisor's Trade Secrets as Franchisee develops and maintains Franchisee's Business using the GGF SYSTEM.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Franchisee may disclose to Signer some or all of Franchisor's Trade Secrets relating to the GGF SYSTEM.

2. Signer shall receive Franchisor's Trade Secrets in confidence, maintain them in confidence, and shall use them only in connection with the development and/or maintenance by Franchisee of the Franchised Business using the GGF SYSTEM for so long as Franchisee is licensed by Franchisor to use the GGF SYSTEM.

3. Signer shall not at any time make copies of any documents or compilations containing some or all of Franchisor's Trade Secrets without the express written permission of Franchisor.

4. Signer shall not disclose or permit the disclosure of Franchisor's Trade Secrets to anyone.

5. That all information and materials, including without limitation, specifications, techniques and compilations of data which Franchisor shall designate as confidential shall be deemed Franchisor's Trade Secrets for the purposes of this Agreement.

6. Signer shall not, directly or indirectly, do any act or omit to do any act, which would or would likely be injurious or prejudicial to the goodwill associated with the GGF SYSTEM.

7. In order to protect the goodwill and unique qualities of the GGF SYSTEM and the confidentiality and value of Franchisor's Trade Secrets, and in consideration for the disclosure to Signer of Franchisor's Trade Secrets, Signer further undertakes and covenants that, during the time Franchisee is a franchisee of Franchisor and for the eighteen (18) months following the termination or expiration of Franchisee's Franchise Agreement, Signer will not:

(a) Directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any person, partnership or business entity, engage in or acquire any financial or beneficial interest in (including interest in business entities, partnerships, trusts, unincorporated associations or joint ventures), advise, help or make loans to any party involved in a business or other venture, directly or indirectly, which is the same as or similar to that conducted by GRANITE GARAGE FLOORS businesses; provided, however, the eighteen (18) month prohibition in this Section 7 shall only apply to any business or other venture which is, or is intended to be, located in the Territory (as defined in the Franchise Agreement), including from the office of the Franchised Business, or any immediately adjacent or contiguous territories licensed to other GRANITE GARAGE FLOORS franchisees as of the date of termination or expiration of the Franchise Agreement; or

(b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or client of Franchisee's Franchised Business(s) to any competitor.

8. Franchisee undertakes to use Franchisee's best efforts to ensure that Signer acts as required by this Agreement.

9. Signer agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, Franchisor shall be entitled to enforce the provisions of this Agreement against Franchisee and Signer, and may seek, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, a temporary and /or permanent injunction and a decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

10. Signer agrees that the period during which the post-termination/expiration restrictions above apply shall be extended uninterrupted by the length of any period of time during which Signer was in violation of such restrictions.

11. This Agreement shall be governed by and construed under the laws of the state of Ohio, without regard to its conflicts of laws principles. Franchisee and Signer consent and agree that in all actions relating to or arising out of this Agreement, the state and federal courts of competent jurisdiction located in Cleveland, Ohio, shall have personal jurisdiction over such parties, or if venue does not lie in such courts, then a court of competent jurisdiction within Cuyahoga County, Ohio shall have jurisdiction over such parties. Franchisee and Signer hereby waive any defense either may have of lack of personal jurisdiction or improper venue in any such lawsuits filed in these courts. Notwithstanding the foregoing, Franchisor may bring a claim for injunctive relief in the county in which Franchisee or Signer has its principal office or is domiciled, as applicable.

12. If any Court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be unenforceable as written, its provisions shall be determined to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

13. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. An electronic signature (whether digital or encrypted, such as one transmitted via DocuSign) and/or a signature transmitted via electronic means (such as one transmitted via facsimile or in a PDF format via email) shall be effective to bind the party that transmitted the signature to the same extent as would a handwritten signature.

[Signature Page To Follow]

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by their signatures below.

FRANCHISEE

By: _____

Name: _____

Title: _____

Date:_____

FRANCHISOR

By: _____

Name: _____

Title: _____

Date: _____

SIGNER

By: _____

Name: _____

Date: _____

EXHIBIT B

ADDITIONAL STATE-REQUIRED DISCLOSURES

We are required to provide you with additional information as a condition of registering our franchise offering in certain states. The additional disclosures are set out below. These additional disclosures apply with respect to a certain state only if the jurisdictional requirements of that state franchise law are met.

ADDENDUM TO GRANITE GARAGE FLOORS FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATES OF
CONNECTICUT, GEORGIA, LOUISIANA,
MAINE, NORTH CAROLINA AND SOUTH CAROLINA

Notwithstanding anything to the contrary set forth in the GRANITE GARAGE FLOORS FRANCHISING, LLC Franchise Disclosure Document, the following provision shall supersede and apply to all Granite Garage Floors® franchises offered and sold in the states of Connecticut, Georgia, Louisiana, Maine, North Carolina and South Carolina:

> If you are a new franchisee seeking to participate in the Franchise Option Program disclosed in Item 5 the refund of the Initial Franchise Fee will not apply to you if you reside in or are domiciled in, or your Franchised Business is located wholly or partly in, any of Connecticut, Georgia, Louisiana, Maine, North Carolina or South Carolina. However, you may otherwise participate in the Franchise Option Program and receive the same benefits as an existing franchisee under the Program.

ADDITIONAL DISCLOSURES TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF CALIFORNIA

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

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

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

4. OUR WEBSITE (WWW.GRANITEGARAGEFLOORS.COM) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

5. Pursuant to Section 31512.1 of the California Franchise Investment Law, any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

   (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
   (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
   (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
   (d) Violations of any provision of this division.

6. California law requires that you obtain a contractor's license of the California Contractors State License Board (CSLB) if the total cost (labor and materials) of one or more contracts on the project is $500 or more. Licenses may be issued to individuals, partnerships, corporations, or joint ventures. The CSLB does not issue licenses to Limited Liability Companies (LLCs).

7. **Item 3, Additional Disclosure**. The following statement is added to Item 3:

Neither we nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq*., suspending or expelling such persons from membership in such association or exchange.

8. **Item 5, Additional Disclosures**. The following statements are added to Item 5:

The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our

operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

9. **Item 17, Additional Disclosures**. The following statements are added to Item 17:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of the franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.)*.

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

The Franchise Agreement provides for application of the laws of Ohio. These provisions may not be enforceable under California law.

The Franchise Agreement contains a covenant not to solicit which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

The Franchise Agreement requires that any action you bring be commenced in Ohio. Arbitration must occur in the office of the American Arbitration Association closest to our principal executive office. Any arbitration will be conducted in accordance with AAA Rules of Commercial Arbitration, before an arbitrator appointed by AAA. This provision may not be enforceable under California law. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF CALIFORNIA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of California.

This California Addendum is only applicable if you are a resident of California or if your business will be located in California.

1. The California Department of Financial Protection and Innovation has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning transfer, termination and nonrenewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to transfer, termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with Franchisor, including the areas of transfer, termination and renewal of Franchisee's franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

3. The Franchise Agreement requires Franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 - 20043)). To the extent required by such laws, Franchisee shall not be required to execute a general release.

4. The Franchise Agreement requires application of the laws and forum of Ohio. This provision may not be enforceable under California law.

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

6. The provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

7. The Franchise Agreement contains a covenant not to solicit which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

8. The Franchise Agreement may require binding arbitration. The arbitration will occur at the office of the American Arbitration Association closest to franchisor's principal executive office.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

9. California law requires that you obtain a contractor's license of the California Contractors State License Board (CSLB) if the total cost (labor and materials) of one or more contracts on the project is $500 or more. Licenses may be issued to individuals, partnerships, corporations, or joint ventures. The CSLB does not issue licenses to Limited Liability Companies (LLCs).

10. Section 37 of the Franchise Agreement is hereby deleted in its entirety and replaced with [Intentionally Deleted].

11. Pursuant to Section 31512.1 of the California Franchise Investment Law, any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Relations Act are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

FRANCHISEE:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDITIONAL DISCLOSURES TO
GRANITE GARAGE FLOORS FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF HAWAII

1. Granite Garage Floors Franchising, LLC's Franchise Disclosure Document is currently registered or exempt, or seeking registration or exemption, in the states of: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

2. The states in which Granite Garage Floors Franchising, LLC's Franchise Disclosure Document is or will be shortly on file: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

3. No state has refused, by order or otherwise, to register the franchise which is the subject of Granite Garage Floors Franchising, LLC's Franchise Disclosure Document.

4. No state has revoked or suspended the right to offer the franchise which is the subject of Granite Garage Floors Franchising, LLC's Franchise Disclosure Document.

5. Granite Garage Floors Franchising, LLC has not withdrawn the proposed registration of the Franchise Disclosure Document in any state.

6. The state cover page of the Granite Garage Floors Franchise Disclosure Document is amended to include the following:

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, State of Hawaii, 335 Merchant Street, Honolulu, Hawaii 96813

No release language set forth in the Franchise Agreement shall relieve the franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF HAWAII

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Hawaii.

This Hawaii Addendum is only applicable if you are a resident of Hawaii or if your business will be located in Hawaii.

1. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDITIONAL DISCLOSURES TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the Agreement(s).

In conformance with Section 4 of the Illinois Franchise Disclosure Act, provides that any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.

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

Franchisee's rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF ILLINOIS

1. Illinois law governs the Franchise Agreement.

2. Franchisee's rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

5. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the **GRANITE GARAGE FLOORS FRANCHISING, LLC** ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Indiana.

1. In accordance with IC 23-2-2.7-1, the applicable sections of the Franchise Agreement are hereby amended to provide that Franchisor will not: (a) require the Franchisee to execute a release in connection with the renewal or transfer of the franchise which purports to relieve any person from liability to be imposed under the Indiana Deceptive Franchise Practices Act; (b) require the Franchisee to covenant not to compete with the Franchisor in an area greater than the Designated Territory set forth in the Franchise Agreement, upon termination of or failure to renew the Franchise Agreement; or (c) limit litigation brought for breach of the Franchise Agreement.

2. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern. Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana franchise laws are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDITIONAL DISCLOSURES TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MARYLAND

Each chart in Item 17 of the Franchise Disclosure Document is amended as follows:

1. "Termination for bankruptcy filing may not be enforceable under the United States Bankruptcy Act, but we intend to enforce it to the extent enforceable."

2. Items 17(c) and 17(m) are revised to provide that, under COMAR 02.02.08.16L, the general release required as a condition to renewal, sale, or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Item 17(v) is revised to provided that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

4. Item 17(v) is modified by insertion of the following:

   "Any Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

5. Item 17 of the Franchise Disclosure Document and the Franchise Agreement are amended by the insertion of the following:

   "The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether the forum selection requirement is legally enforceable."

6. Item 6, Note 19 of the Franchise Disclosure Document is amended as following:

   Increases. We reserve the right to periodically increase this fee or other amount , indicated in the chart above, during the term of your Franchise Agreement. We will not increase this fee or other amount more than once per calendar year and we will not increase this fee or other amount by more than 10% of the then-current fee or other amount, except as follows – adjustments are compounded annually and are cumulative, accordingly we may increase the fee or other amount by greater than 10% in any given year to adjust for prior years when no increase, or an increase of less than 10%, was implemented. We may increase this fee or other amount for any reason, including increases in the costs we incur to provide these services, or cost increases imposed on us by suppliers or other third-parties. We will provide 30 days' notice of any change.

   The annual adjustment cap discussed above is not applicable to any fee that is "optional", meaning that it is charged by us or a third party for a service or product that you are not required to purchase under the terms of your Franchise Agreement. It also does not apply to fees or other charges where we or an affiliate

are collecting fees or other amounts on behalf of third-party suppliers; however, with respect to such third-party fees, the annual increase charged will be limited to the increase of such fees by the third-party suppliers.

7. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF MARYLAND

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Maryland.

1. Sections 2.3, 14 and 16 of the Franchise Agreement are revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 12.1(j) of the Franchise Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but Franchisor intends to enforce it to the extent enforceable.

3. Section 24 of the Franchise Agreement is revised to include the following language:

   "Notwithstanding the provisions of this section, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise."

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

5. The Franchise Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

6. Section 36.6 of the Franchise Agreement is hereby deleted in its entirety and replaced with [Intentionally Deleted].

7. Section 37 of the Franchise Agreement is hereby deleted in its entirety and replaced with [Intentionally Deleted].

8. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDITIONAL DISCLOSURES TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Trademarks. The following statement is added to Item 13:

> "To the extent required by the Minnesota Franchise Act, we will protect your right to use the trademarks service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs, or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement."

Choice of Forum and Law. The following statement is added to Item 17:

> Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

General Release. The following statement is added to Item 17:

> Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

Right to Jury Trial and Liquidated Damages. Waiver of Right to Jury Trial and Consent to Liquidated Damages or Termination Penalties:

> The following statement is added to Item 17:

You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400J, which among other things, prohibits us from requiring you to waive your rights to a trial or to consent to liquidated damages, termination penalties, or judgment notes.

Notice of Termination. The following statement is added to Item 17(f):

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which require, except in certain specified cases, (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Release of Claims. The following statement in Item 17(c) and 17(m) of the Franchise Disclosure Document are amended to add the following:

"We cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment."

Limitation of Claims. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.

No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF MINNESOTA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Minnesota.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Minnesota Statutes, Section 80C.21, and Minnesota Rules 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Agreement can abrogate or reduce (a) any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C; or (b) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief.

2. With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statutes, Section 80C.14, subd. 3-5, which require (except in certain specified cases) (a) that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and (b) that consent to the transfer of the franchise will not be unreasonably withheld.

3. To the extent required by the Minnesota Franchise Act, Franchisor will protect Franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols related to the trademarks or indemnify Franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the trademarks, provided Franchisee is using the names in marks in accordance with the Franchise Agreement.

4. Minnesota Rules 2860.4400(D) prohibits Franchisor from requiring Franchisee to assent to a general release.

5. Franchise Agreement, Section 31, is revised to comply with Minnesota Statutes, Section 80C.17, subd. 5.

6. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes, Chapter 80C, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDITIONAL DISCLOSURES TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT F OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THE FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THE FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OF PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH AS LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any

other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

4. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend**," and Item 17(m), entitled **"Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee":**

You may terminate the agreement on any grounds available by law.

6. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum"**, and Item 17(w), titled **"Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

7. Franchise Questionnaires and Acknowledgements. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

8. Receipts. Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF NEW YORK

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of New York.

1. Section 16 of the Franchise Agreement is revised to include the following:

"The Franchisor will not make an assignment except to an assignee who, in the Franchisor's good faith judgment, is willing and able to assume its obligations under the Agreement."

2. Sections 24 (relating to venue) of the Franchise Agreement are revised to include the following language:

"Provided, however, that all rights arising under Franchisee's favor from the provisions of Article 33 of the GBL of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Section 687.4 and 687.5 be satisfied."

3. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Article 33 of the General Business Law of the State of New York are met independently without reference to this Addendum.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDITIONAL DISCLOSURES TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NORTH DAKOTA

1. The North Dakota Insurance Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to include certain provisions within a franchise agreement. In recognition of North Dakota Franchise Investment Law and the rulings of the North Dakota Insurance Commissioner, the Disclosure Document is amended as follows:

   (a) The North Dakota Insurance Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to sign a general release upon renewal of the Franchise Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Franchise Agreement is deleted from Item 17(c) and from any other place it appears in the Disclosure Document.

   (b) Item 17(r) is revised to provide that covenants not to compete, such as those mentioned in Item 17(r) of the Disclosure Document, are generally considered unenforceable in the state of North Dakota.

   (c) Any reference in the Disclosure Document to any requirement that the franchisee consents to the jurisdiction of courts located outside of North Dakota is deleted.

   (d) Any reference in the Disclosure Document to any requirement that the franchisee consents to arbitration or mediation located outside of North Dakota is amended to include the following:
      i. "Pursuant to the North Dakota Franchise Investment Law, the site of arbitration or mediation shall be agreeable to all parties and may not be remote from your place of business."

   (e) Any references in the Disclosure Document to any requirement to consent to a waiver of exemplary and punitive damages are deleted.

   (f) Any references in the Disclosure Document to any requirement to consent to a waiver of trial by jury are deleted.

   (g) Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.

   (h) The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

   (i) Any references in the Disclosure Document requiring franchisee to consent to termination penalties or liquidated damages are deleted.

   (j) Any references in the Disclosure Document requiring the franchisee to consent to a limitation of claims are deleted. The statute of limitations under North Dakota law applies.

   (k) No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF NORTH DAKOTA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of North Dakota.

1. The North Dakota Insurance Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to sign a general release upon renewal of the Franchise Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Franchise Agreement is deleted.

2. Section 20 of the Franchise Agreement is revised to provide that covenants not to compete are generally considered unenforceable in the state of North Dakota.

3. The North Dakota Insurance Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to the jurisdiction of courts located outside of North Dakota. Therefore, any references in the Franchise Agreement to any requirement that the franchisee consents to the jurisdiction of courts located outside of North Dakota are deleted.

4. The North Dakota Insurance Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to agree to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business. Therefore, any references in the Franchise Agreement to any requirement that the franchisee consents to arbitration or mediation located outside of North Dakota are amended to include the following:

> "Pursuant to the North Dakota Franchise Investment Law, the site of arbitration or mediation shall be agreeable to all parties and may not be remote from your place of business."

5. Any references in the Franchise Agreement to any requirement to consent to a waiver of exemplary and punitive damages are deleted.

6. Any references in the Franchise Agreement to any requirement to consent to a waiver of trial by jury are deleted.

7. Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.

8. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

9. Any references in the Franchise Agreement requiring franchisee to consent to termination penalties or liquidated damages are deleted.

10. Any references in the Franchise Agreement requiring the franchisee to consent to a limitation of claims are deleted. The statute of limitations under North Dakota law applies.

11. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDITIONAL DISCLOSURES TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF RHODE ISLAND

Item 17, Additional Disclosure. The following statement is added to Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF RHODE ISLAND

Notwithstanding anything to the contrary set forth in Granite Garage Floors Franchising, LLC ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Rhode Island.

1. Sections 24 of the Franchise Agreement are supplemented by the addition of the following:

"§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that 'A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the Act.'"

2. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF SOUTH DAKOTA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of South Dakota.

1. Section 12 of this Franchise Agreement is modified by adding the following at the end of the sentence:

   "Under South Dakota law, termination provisions covering breach of the franchise agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and franchise agreement must afford a franchisee thirty (30) days written notice with an opportunity to cure the default prior to termination."

2. Section 20 of this Franchise Agreement is modified by adding the following at the end of the sentence:

   "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of South Dakota, except in certain instances as provided by law."

3. Section 24 of this Franchise Agreement is amended by adding the following at the end of the paragraph:

   "except that matters coming under the South Dakota Law will be submitted to arbitration in a mutually agreeable location."

4. Section 24 of this Franchise Agreement is amended to read as follows:

   "Except for matters coming under the South Dakota Law, litigation and arbitration must be in Ohio."

5. Section 24 of this Franchise Agreement is amended to read as follows:

   "The law of South Dakota governs."

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

ADDITIONAL DISCLOSURES TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF VIRGINIA

1. **Item 17, Additional Disclosure.** The following statements are added to Item 17:

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

Pursuant to Section 13.1-559(D) of the Virginia Retail Franchising Act, all franchise agreements which require the franchisee to establish or maintain a place of business within the Commonwealth of Virginia. shall be governed by the laws of the Commonwealth of Virginia.

Pursuant to Section 13.1-563(A)(4) of the Virginia Retail Franchising Act no franchise agreement that is governed by the laws of the Commonwealth of Virginia shall restrict the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement; provided, however, pursuant to Section 13.1-563(B) of the Virginia Retail Franchising Act, if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years.

2. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF VIRGINIA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC ("**GGF**") Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Virginia.

1. Section 12 of the Franchise Agreement is modified by the insertion of the following at the end of such Section:

"Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

2. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1050 et seq.), as amended, or the United States Arbitration Act (9 U.S.C. § 1 et seq.), the Franchise Agreement shall be governed by and construed in accordance with the substantive laws of the State of Virginia without application of its conflicts of law rules.

3. Pursuant to Section 13.1-563(A)(4) of the Virginia Retail Franchising Act no franchise agreement that is governed by the laws of the Commonwealth of Virginia shall restrict the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement; provided, however, pursuant to Section 13.1-563(B) of the Virginia Retail Franchising Act, if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years.

4. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

5. No statement, questionnaire, or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any Franchisor, franchise seller, or other person acting on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date of the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

WASHINGTON ADDENDUM TO THE
GRANITE GARAGE FLOORS FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise. Franchisees that receive financial incentives to refer franchise prospects to the franchisor may be required to register as franchise brokers under the laws of the State of Washington.

19. **Financial Assurance.** In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the Franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the Franchise Agreement or offering circular, and (b) is open for business. Because Franchisor has material pre-opening obligations with respect to each franchised outlet Franchisee opens with a multi-unit purchase, payment of the franchise fee will be released proportionally with respect to each franchised outlet opened and until Franchisor has met all its pre-opening obligations under the Franchise Agreement and Franchisee is open for business with respect to each such outlet.

20. **Increases.** Item 6, Note 19 of this Disclosure Document is modified as follows:

    Increases. We will not increase this fee or other amount more than once per calendar year and we will not increase this fee or other amount by more than 10% of the then-current fee or amount. Adjustments are compounded annually and cumulative including increases in any given year of greater than 10% to adjust for prior years when no increase was implemented or an increase of less than 10% was implemented. We will give you thirty (30) days' notice of any change to this fee or other amounts.

WASHINGTON ADDENDUM
TO THE FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise. Franchisees that receive financial incentives to refer franchise prospects to the franchisor may be required to register as franchise brokers under the laws of the State of Washington.

19. **Financial Assurance.** In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the Franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the Franchise Agreement or offering circular, and (b) is open for business. Because Franchisor has material pre-opening obligations with respect to each franchised outlet Franchisee opens with a multi-unit purchase, payment of the franchise fee will be released proportionally with respect to each franchised outlet opened and until Franchisor has met all its pre-opening obligations under the Franchise Agreement and Franchisee is open for business with respect to each such outlet.

20. **Termination.** Section 12 of the Franchise Agreement is hereby deleted in its entirety and replaced with [Intentionally Deleted].

21. **Representations and Acknowledgments.** Sections 20.8, 36.6 and 37 of the Franchise Agreement are hereby deleted in their entirety and replaced with [Intentionally Deleted].

IF CORPORATION, LLC, OR PARTNERSHIP:

FRANCHISOR:

GRANITE GARAGE FLOORS
FRANCHISING, LLC

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

IF INDIVIDUAL:

FRANCHISEE:

_____

Name: _____

EXHIBIT C

FINANCIAL STATEMENTS AND GUARANTEE OF PERFORMANCE

HS Group Holding Company, LLC and Subsidiaries

Consolidated Financial Report

December 31, 2025

HS Group Holding Company, LLC and Subsidiaries

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Independent Auditor's Report

To the Board of Directors
HS Group Holding Company, LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of HS Group Holding Company, LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 31, 2025 and 2024 and the related consolidated statements of operations and comprehensive income, members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024 and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audits of the Consolidated Financial Statements* section of our report. We are required to be independent of the Company and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the consolidated financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audits of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that audits conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

To the Board of Directors
HS Group Holding Company, LLC and Subsidiaries

In performing audits in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audits in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

Plante & Moran, PLLC

March 12, 2026

HS Group Holding Company, LLC and Subsidiaries

Consolidated Balance Sheet

December 31, 2025 and 2024

	2025	2024
Assets		
Current Assets		
Cash	$ 4,013,582	$ 4,973,924
Accounts receivable:		
Trade - Net of allowance for credit losses	3,114,439	4,622,137
Unbilled	2,674,339	2,384,114
Other	35,836	12,786
Inventory	451,122	349,518
Prepaid expenses and other current assets:		
Prepaid expenses	1,854,770	763,549
Deferred broker and commission costs	1,193,335	831,913
Other current assets	209,032	81,861
Total current assets	13,546,455	14,019,802
Property and Equipment - Net (Note 4)	1,221,698	1,495,493
Operating Lease Right-of-use Assets - Net (Note 7)	2,108,358	2,886,019
Goodwill - Net (Note 5)	45,550,345	53,613,567
Intangible Assets - Net (Note 5)	22,059,123	26,034,323
Deferred Commission Costs - Net of current portion	4,596,696	3,210,287
Other Assets	109,825	182,893
Total assets	**$ 89,192,500**	**$ 101,442,384**
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	$ 2,065,328	$ 2,133,975
Current portion of long-term debt (Note 6)	772,465	30,434,803
Current portion of operating lease liabilities (Note 7)	582,570	1,237,822
Deferred franchise fees	1,852,726	1,717,585
Accrued compensation and other current liabilities	3,221,149	1,722,910
Total current liabilities	8,494,238	37,247,095
Long-term Debt - Net of current portion (Note 6)	30,082,687	-
Operating Lease Liabilities - Net of current portion (Note 7)	1,621,710	1,704,010
Deferred Franchise Fees - Net of current portion	6,197,568	6,040,806
Total liabilities	46,396,203	44,991,911
Members' Equity	42,796,297	56,450,473
Total liabilities and members' equity	**$ 89,192,500**	**$ 101,442,384**

See notes to consolidated financial statements.

HS Group Holding Company, LLC and Subsidiaries

Consolidated Statement of Operations and Comprehensive Income

Years Ended December 31, 2025 and 2024

	2025	2024
Recurring Revenue	$ 45,605,509	$ 46,645,188
Franchise Fee Revenue	2,278,835	2,364,383
Total revenue	47,884,344	49,009,571
Operating Expenses	58,084,778	59,247,865
Operating Loss	(10,200,434)	(10,238,294)
Nonoperating Income (Expense)		
Other income (expense)	31,123	(37,461)
Interest expense	(3,425,403)	(3,522,490)
Total nonoperating expense	(3,394,280)	(3,559,951)
Loss from Continuing Operations	(13,594,714)	(13,798,245)
Gain from Discontinued Operations - Including gain on disposal of $908,222	-	789,142
Consolidated Net Loss	(13,594,714)	(13,009,103)
Other Comprehensive (Loss) Income - Foreign currency translation	(59,462)	107,082
Comprehensive Loss	**$ (13,654,176)**	**$ (12,902,021)**

See notes to consolidated financial statements.

HS Group Holding Company, LLC and Subsidiaries

Consolidated Statement of Members' Equity

Years Ended December 31, 2025 and 2024

Balance - January 1, 2024	$ 70,797,170
Net loss	(13,009,103)
Issuance of Class A units	37,500
Redemptions	(1,482,176)
Foreign currency translation	107,082
Balance - December 31, 2024	56,450,473
Net loss	(13,594,714)
Foreign currency translation	(59,462)
Balance - December 31, 2025	**$ 42,796,297**

See notes to consolidated financial statements.

HS Group Holding Company, LLC and Subsidiaries

Consolidated Statement of Cash Flows

Years Ended December 31, 2025 and 2024

	2025	2024
Cash Flows from Operating Activities		
Net loss	$ (13,594,714)	$ (13,009,103)
Adjustments to reconcile net loss to net cash from operating activities:		
Depreciation and amortization	12,407,000	12,456,987
Accretion of debt issuance costs	209,634	209,633
Noncash lease expense (recovery)	40,109	(19,170)
Credit loss expense	292,540	686,358
Gain on sale of subsidiaries	-	(908,222)
Changes in operating assets and liabilities that provided (used) cash:		
Accounts receivable	901,883	164,101
Prepaid expenses and other assets	(1,506,746)	(477,035)
Inventories	(101,604)	25,423
Deferred commission costs	(1,386,409)	802,954
Accounts payable and accrued expenses	1,429,592	(2,225,066)
Deferred franchise fees	291,903	(1,077,179)
Net cash used in operating activities	(1,016,812)	(3,370,319)
Cash Flows from Investing Activities		
Purchase of property and equipment	(94,783)	(163,849)
Proceeds from sale of subsidiaries	-	81,680
Net cash used in investing activities	(94,783)	(82,169)
Cash Flows from Financing Activities		
Borrowings on long-term debt	504,100	3,300,000
Payments on long-term debt	(293,385)	(1,672,126)
Redemptions	-	(852,176)
Issuance of Class A units	-	37,500
Net cash provided by financing activities	210,715	813,198
Effect of Exchange Rate Changes on Cash	(59,462)	107,082
Net Decrease in Cash	(960,342)	(2,532,208)
Cash - Beginning of year	4,973,924	7,506,132
Cash - End of year	**$ 4,013,582**	**$ 4,973,924**
Significant Noncash Transactions - Redemption of Class A units in exchange for sale of Plumbing Heating Paramedics, LLC	$ -	$ 630,000

See notes to consolidated financial statements.

Note 1 - Nature of Business

HS Group Holding Company, LLC and Subsidiaries (the "Company") includes its wholly owned subsidiaries, Threshold Brands, LLC (TB); MaidPro Franchise, LLC (MaidPro); FlyFoe, LLC (FlyFoe); Men In Kilts US, LLC (MIKU); Men in Kilts Canada, Inc. (MIKCA); Pestmaster Franchise Network, LLC (PFN); Pestmaster Services, L.P. (PSI); Kaigan, LLC (Kaigan); USA Insulation Franchise, LLC (USA); USA Enterprises, LLC (USAE); FDIE, LLC (FDIE); Sir Grout Franchising, LLC (SGF); Sir Grout, LLC (SG); Plumbing Heating Paramedics, LLC (PHP); PHP Franchise, LLC (PHPF); Granite Garage Floors Franchising, LLC (GGFF); Mold Medics, LLC (MM); Mold Medics Franchise, LLC (MMFL); and Miracle Method, LLC (MMCS).

MaidPro is a franchisor that provides support, guidance, and training to its franchisees. Its franchisees provide residential and office cleaning services in the United States and Canada. MaidPro began franchising operations in January 1997 and conducts operations from its principal office in Massachusetts.

FlyFoe was established on November 30, 2017. FlyFoe is a franchisor that provides support, guidance, and training to its franchisees. FlyFoe's franchisees provide mosquito and tick control services and other related services in the United States.

MIKU was established on March 29, 2019, and MIKCA was established in 2002. They are each franchisors that provide support, guidance, and training to its franchisees. Their franchisees provide exterior house cleaning services, including window cleaning, gutter cleaning, house washing, and pressure washing, for both residential and commercial properties in the United States and Canada.

PFN operates as a franchisor of pest control services throughout the United Sates. It provides territorial rights for operation of its businesses, giving initial training and ongoing support for franchisees. The customer base is both residential and commercial. It began operations in 1981. PSI and Kaigan operate certain Pestmaster franchises.

USA was established on March 22, 2006. It is a franchisor that provides support, guidance, and training to its franchisees. Its franchisees provide insulation services for both residential and commercial buildings. USAE operates certain USA franchises. FDIE is an operating company that primarily provides inventory to USA franchises. FDIE manufactures foam insulation and related chemicals and equipment that it sells and ships directly to franchisees.

SGF was established in 2004. It is a franchisor that provides a variety of services across grout and tile restoration (e.g., cleaning, repair, color sealing, and recaulking), stone restoration (e.g., floor and countertop polishing and crack repair), surface coatings (e.g., durability coating and slip-resistance coatings), and sandless hardwood refinishing. SG also acts as a product supplier for franchisees, where supplies are purchased from vendors and directly shipped to the franchisees.

PHPF was established in 2021. It is a franchisor that provides HVAC and plumbing services to residential customers throughout Indiana through its franchisees. PHP offered HVAC system repairs, HVAC system replacements, plumbing system repairs, and recurring maintenance check-ins and was sold on January 31, 2024.

MM provides mold remediation, air duct cleaning, and other ancillary services, such as radon testing for residential and commercial customers. MM was sold on April 30, 2024. MMFL operates as a franchisor in which its franchisees provide services similar to MM.

MMCS provides bathroom and kitchen resurfacing services for residential and commercial customers and operates as a franchisor.

Note 2 - Significant Accounting Policies

Basis of Accounting

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. The Company elected to adopt certain accounting alternatives for private companies developed by the Private Company Council, including alternative accounting for goodwill and intangibles.

Adoption of New Accounting Pronouncement

In July 2025, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. The ASU introduced a practical expedient for estimating expected credit losses on current accounts receivable and current contract assets arising from transactions accounted for under ASC 606, *Revenue from Contracts with Customers*. Under the practical expedient, the Company assumes that current conditions as of the consolidated balance sheet date will not change for the remaining life of the asset. The standard also permits an accounting policy election to consider collection activity after the consolidated balance sheet date when estimating credit losses.

The Company adopted the new guidance on January 1, 2025 on a prospective basis. The adoption of this guidance did not have a significant impact on the financial statement.

Principles of Consolidation

The financial statements include the accounts of the Company and all of its wholly owned and majority-owned subsidiaries. All material intercompany accounts and transactions have been eliminated in consolidation.

Accounts Receivable

Trade accounts receivable are stated at invoice amounts and unbilled accounts receivable are stated at expected amounts to be billed in the following month. An allowance for credit losses is established for amounts expected to be uncollectible over the contractual life of the receivables. At December 31, 2025 and 2024, the Company had recorded an allowance for credit losses in the amount of $1,184,900 and $1,070,050, respectively. The Company collectively evaluates trade receivables to determine the allowance for credit losses based on the aging of accounts receivable. The Company calculates the allowance using an expected loss model that considers the Company's actual historical loss rates adjusted for current economic conditions. The Company has elected the practical expedient to assume that the current conditions as of the consolidated balance sheet date will not change for the remaining life of the asset. The Company has also made the policy election to consider collection activity subsequent to year end in making its estimate of expected losses. The Company has considered subsequent collection activity through January 31, 2026. Uncollectible amounts are written off against the allowance for credit losses in the period they are determined to be uncollectible. Recoveries of amounts previously written off are recognized when received.

Property and Equipment

Property and equipment are recorded at cost. Depreciation and amortization are computed using the straight-line method. Assets are depreciated over their estimated useful lives, which range from 3 to 10 years. The cost of leasehold improvements is depreciated (amortized) over the lesser of the length of the related leases or the estimated useful lives of the assets. Costs of maintenance and repairs are charged to expense when incurred.

Note 2 - Significant Accounting Policies (Continued)

Leases

The Company has operating leases as described in Note 7. The Company recognizes expense for operating leases on a straight-line basis over the lease term. The Company made a policy election not to separate lease and nonlease components for all operating leases. Therefore, all payments are included in the calculation of the right-of-use asset and lease liability.

The Company elected to use the risk-free rate as the discount rate for calculating the right-of-use asset and lease liability in place of the incremental borrowing rate for all operating leases.

Intangible Assets

Acquired intangible assets subject to amortization are stated at cost and are amortized using the straight-line method over the estimated useful lives of the assets. Intangible assets that are subject to amortization are reviewed for potential impairment whenever events or circumstances indicate that carrying amounts may not be recoverable.

The Company elected to apply the private company accounting alternative for intangible assets acquired in a business combination developed by the Private Company Council. Under the accounting alternative, certain acquired customer-related intangible assets and noncompetition agreements are not separately recognized apart from goodwill.

Goodwill

The recorded amounts of goodwill from prior business combinations are based on management's best estimates of the fair values of assets acquired and liabilities assumed at the date of acquisition.

The Company elected to apply the private company accounting alternative for goodwill developed by the Private Company Council. Under the accounting alternative, goodwill is amortized on a straight-line basis over a 10-year period. Additionally, goodwill is assessed for potential impairment if events occur or circumstances change that indicate the fair value of the Company may be less than its carrying value. The Company elected to test goodwill for impairment at the entitywide level.

No impairment charges were recognized during the years ended December 31, 2025 and 2024.

Revenue Recognition

The Company's franchise agreements include (a) the right to use its symbolic intellectual property over the term of each franchise agreement (typically 10 years); (b) preopening services, such as training; (c) ongoing services, such as management of the national brand fund contributions and support services for the franchisees; and (d) for certain subsidiaries, a license to use the Company's internal-use software, which is hosted on the Company's software as a service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represent a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day to day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities).

Note 2 - Significant Accounting Policies (Continued)

The Company also operates franchise locations that perform various repair and maintenance services for residential and commercial buildings. Revenue is recognized over time as the services are rendered. Long-term contracts do not exist for these services, and all work is typically completed within a 24-hour period. Total revenue related to these services was approximately $8,097,000 and $8,586,000 for the years ended December 31, 2025 and 2024, respectively. This revenue is included in recurring revenue on the accompanying consolidated statement of operations and comprehensive income.

FDIE manufactures foam insulation and related chemicals and equipment that it sells and ships directly to its customers. Revenue is recognized at a point in time when the customer receives the goods. FDIE does not offer extended warranties that would constitute a separate performance obligation. Product revenue for FDIE was approximately $4,155,000 and $5,416,000 during the years ended December 31, 2025 and 2024, respectively. This revenue is included in recurring revenue on the accompanying consolidated statement of operations and comprehensive income. The Company has adopted the policy election to exclude sales taxes from the transaction price.

Payment Terms

Initial franchise fees are due and typically paid when a franchise agreement is executed and are nonrefundable. These fees are collected prior to the satisfaction of the Company's performance obligations, resulting in the Company recognizing deferred revenue contract liabilities. The portion of contract liabilities that is expected to be recognized as revenue within one year is classified as current on the consolidated balance sheet. Deferred franchise fees as of January 1, 2025 and 2024 equaled $8,050,294 and $7,758,391, respectively. Initial franchise fees are also received pursuant to area development agreements, which grant the right to develop franchised stores in future periods in specific geographic areas. Royalties and advertising fees are paid on a monthly basis based upon a percentage of franchisee gross sales. Technology fees are paid on a monthly basis based upon a fixed amount. Service fees are due 30 days from when the service is performed.

Allocating the Transaction Price

The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for providing franchisees with the franchise rights to service customers. To determine the transaction price, the Company considers its customary business practices and the terms of the underlying agreement. For the purpose of determining transaction prices, the Company assumes performance obligations will be satisfied as promised in accordance with franchise agreements and that the agreements will not be canceled, renewed, or modified.

The Company's franchise agreements with franchisees have transaction prices that contain a fixed and variable component. Variable consideration includes revenue related to royalties and advertising fees, as the transaction price is based on the franchisees' sales. The variable consideration is recognized based on the actual amounts incurred each month.

Costs to Obtain a Franchise Agreement

The Company incurs commission costs to obtain franchise agreements with franchisees. The commissions are related to franchise fee revenue, which is recognized over time. As a result, the commission costs are capitalized as deferred commission costs and are expensed over the term of the respective franchise agreement.

Advertising Expense

In accordance with the Company's franchise agreements, franchisees pay a percentage of monthly sales to an advertising fund to be used for advertising, marketing, and other promotional purposes. Advertising expense is charged to income during the year in which it is incurred. Advertising expense for the years ended December 31, 2025 and 2024 was $6,165,972 and $5,813,677, respectively.

Note 2 - Significant Accounting Policies (Continued)

Income Taxes

The Company is treated as a partnership for federal income tax purposes. Consequently, federal income taxes are not payable or provided for by the Company. Members are taxed individually on their pro rata ownership share of the Company's earnings. The Company's net income or loss is allocated among the members in accordance with the Company's operating agreement.

Concentrations of Credit Risk

The Company maintains cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Debt Issuance Costs

Debt issuance costs are recorded as a reduction in the recorded balance of the outstanding debt. The costs are amortized over the term of the related debt using a method that approximates the effective interest rate method.

Related Party Transactions

A company related to the Company's majority member charges the Company for financial and management services under a management services agreement for reimbursement of reasonable direct expenses, which is included in operating expenses on the accompanying consolidated statement of operations and comprehensive income. The total expense for the years ended December 31, 2025 and 2024 is $704,759 and $691,235, respectively.

Foreign Currency Translation

The functional currency of the Company's international subsidiary (MIKCA) is the Canadian dollar. Foreign currency denominated assets and liabilities are translated into United States dollars at the rate of exchange in effect at year end. Income and expenses are translated at a weighted-average rate of exchange for the years ended December 31, 2025 and 2024. The aggregate effect of translating the financial statements of MIKCA is included in other comprehensive income on the accompanying consolidated statement of operations and comprehensive income.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent Events

The consolidated financial statements and related disclosures include evaluation of events up through and including March 12, 2026, which is the date the financial statements were available to be issued.

Note 3 - Accounts Receivable Credit Loss Allowance

The activity in the allowance for credit losses is as follows:

	2025	2024
Balance - January 1	$ 1,070,050	$ 812,625
Additions charged to expense	1,338,794	686,358
Deductions/Write-offs	(1,223,944)	(428,933)
Balance - December 31	$ 1,184,900	$ 1,070,050

Note 4 - Property and Equipment

Property and equipment are summarized as follows:

	2025	2024
Machinery and equipment	$ 510,734	$ 531,978
Vehicles	1,396,755	1,378,226
Furniture and fixtures	81,380	80,268
Computer equipment and software	459,581	395,258
Leasehold improvements	671,598	663,717
Total cost	3,120,048	3,049,447
Accumulated depreciation	1,898,350	1,553,954
Net property and equipment	$ 1,221,698	$ 1,495,493

Depreciation expense for the years ended December 31, 2025 and 2024 was approximately $397,000 and $418,000, respectively.

Note 5 - Intangible Assets and Goodwill

Intangible assets and goodwill of the Company at December 31, 2025 and 2024 are summarized as follows:

	2025		2024	
	Gross Carrying Amount	Accumulated Amortization	Gross Carrying Amount	Accumulated Amortization
Amortized intangible assets and goodwill:				
Franchise agreements	$ 22,936,673	$ 10,147,488	$ 22,957,360	$ 7,182,241
Trade names	11,149,460	2,813,138	11,151,905	2,266,952
Software	2,755,357	1,821,741	2,755,357	1,381,106
Goodwill	79,745,416	34,195,071	79,759,719	26,146,152
Total amortized intangible assets and goodwill	$ 116,586,906	$ 48,977,438	$ 116,624,341	$ 36,976,451

Amortization expense for intangible assets and goodwill totaled approximately $12,010,000 and $12,039,000 for the years ended December 31, 2025 and 2024, respectively.

Note 5 - Intangible Assets and Goodwill (Continued)

Estimated amortization expense for the years ending December 31 is as follows:

Years Ending	Amount
2026	$ 12,038,523
2027	12,038,523
2028	12,038,523
2029	12,038,523
2030	12,038,523
Thereafter	7,416,853
Total	$ 67,609,468

Note 6 - Long-term Debt

In connection with the Company's acquisition of USA on December 23, 2020, the Company entered into a credit agreement with a financial institution. Maximum borrowings under the credit agreement allow for $2,000,000 of a revolving loan, $12,500,000 of a senior secured term loan, and $20,000,000 of additional term loans, which are secured by substantially all of the assets of the Company. The available borrowings on the revolver are limited to a borrowing base, calculated from the adjusted senior debt to earnings before interest, taxes, depreciation and amortization (EBITDA), as further defined in the credit agreement.

In connection with the agreement, the Company incurred debt issuance costs of $410,323, which are amortized over the term of the credit agreement.

On September 16, 2024, the Company signed the sixth amendment to the loan agreement, which provided a delayed draw A term loan of $3,300,000. The proceeds of the loan were to be used by the Company to fund the revolver paydown, the Company's working capital needs, transaction costs, fees, and expenses incurred by the Company and to make certain modifications to the loan agreement.

On August 7, 2025, the Company signed the seventh amendment to the loan agreement, which extended the scheduled maturity date to December 23, 2028.

The interest rate is a floating rate equal to the lesser of the Secured Overnight Financing Rate (SOFR) plus the applicable margin, as defined in the credit agreement, which is 9.63525 percent as of December 31, 2025. Principal payments are due quarterly on the first day of each quarter in an amount equal to $79,344 and with a balloon payment on the maturity date.

The credit agreement includes certain ratios and excess cash flow payments. The credit agreement is collateralized by all business assets of the Company. As of December 31, 2025, the Company was in compliance with its financial debt covenants.

Amortization expense recognized on debt issuance costs was approximately $210,000 for the years ended December 31, 2025 and 2024.

On November 28, 2025, the Company entered into a note payable that was obtained to fund obligations related to its self-insurance program. The note had a total amount financed of $504,100, bears interest at an annual rate of 7.49 percent, and requires monthly payments of $52,157, with the remaining balance due at maturity in September 2026. The Company is not subject to any significant concentrations of risk related to its self-insurance program as of December 31, 2025.

Note 6 - Long-term Debt (Continued)

A summary of debt at December 31, 2025 and 2024 is as follows:

	2025	2024
Term loan	$ 27,133,062	$ 27,344,436
Delayed draw A term loan	3,267,000	3,300,000
Note payable to fund self-insurance plan liabilities	455,090	-
Unamortized debt issuance costs	-	(209,633)
Long-term debt less unamortized debt issuance costs	30,855,152	30,434,803
Less current portion	772,465	30,434,803
Long-term portion	$ 30,082,687	$ -

The balance of the above debt matures as follows:

Years Ending	Amount
2026	$ 772,465
2027	317,375
Thereafter	29,765,312
Total	$ 30,855,152

Note 7 - Leases

The Company is obligated under operating leases primarily for real estate and vehicles, expiring at various dates through 2031. Some leases include one or more options to renew, generally at the Company's sole discretion, with renewal terms that can extend the lease five times up to a term of five years each. In addition, certain leases contain termination options, where the rights to terminate are held by either the Company, the lessor, or both parties. These options to extend or terminate a lease are included in the lease terms when it is reasonably certain that the Company will exercise that option. The Company's operating leases generally do not contain any material restrictive covenants.

Note 7 - Leases (Continued)

Future minimum annual commitments under these operating leases are as follows:

Years Ending December 31	Amount
2026	$ 666,641
2027	418,475
2028	434,019
2029	417,993
2030	367,627
Thereafter	154,400
Total	2,459,155
Less amount representing interest	254,875
Present value of net minimum lease payments	2,204,280
Less current obligations	582,570
Long-term obligations under leases	$ 1,621,710

Expenses recognized under these leases for the years ended December 31, 2025 and 2024 consist of the following:

	2025	2024
Lease cost:		
Operating lease cost	$ 1,212,432	$ 1,492,073
Short-term lease cost	-	12,400
Variable lease cost	3,280	-
Total lease cost	$ 1,215,712	$ 1,504,473
Other information:		
Cash paid for amounts included in the measurement of lease liabilities - Operating cash flows from operating leases	$ 1,187,198	$ 1,225,158
Weighted-average remaining lease term (years) - Operating leases	4.62	3.5
Weighted-average discount rate - Operating leases	3.7 %	1.3 %

Note 8 - Members' Equity

Class A units have voting rights on all matters requiring the consent, approval, or vote of the members. The Class A units receive preference on distributions. There were 1,000,000 units authorized and 87,829 units issued and outstanding as of December 31, 2025 and 2024.

Class B units do not have voting rights and are issued to designated management employees of the Company upon vesting of deferred units without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B units are dilutive to the participating preferred units. There were 1,000,000 units authorized for December 31, 2025 and 2024 and no units issued or outstanding as of December 31, 2025 and 2024.

Note 8 - Members' Equity (Continued)

As defined in the HS Group Holding Company, LLC Second Amended and Restated Limited Liability Company Agreement, a deferred unit provides the right to be issued a Class B unit prior to a significant sale, assuming the fair market value of the Company exceeds the threshold amount, as defined in the deferred unit agreement. Deferred units vest evenly over seven years, with accelerated vesting upon the occurrence of a significant sale. As of December 31, 2025 and 2024, there were 15,317 and 11,740 deferred units issued, 6,018 and 5,078 deferred units outstanding, and 2,796 and 1,505 deferred units vested, respectively. No compensation expense was recognized during 2025 and 2024, as the fair value of the units is *de minimis*.

Note 9 - Discontinued Operations

On January 31, 2024, the Company sold PHP in exchange of 300 Class A units of the Company owned by the buyer that were valued at $630,000, which is included in redemptions on the accompanying consolidated statement of members' equity. In addition, MM was sold on April 30, 2024 in exchange for cash equal to approximately $82,000.

The sales of PHP and MM are considered to be strategic changes in operations, as they are both nonfranchisors, so the Company can focus on the franchisor side of the business. PHP and MM are, therefore, being accounted for as discontinued operations.

The results of operations of PHP and MM included in gain from discontinued operations in the consolidated statement of operations and comprehensive income for the year ended December 31, 2024 are as follows:

Recurring revenue	$ 870,784
Operating expenses	(951,392)
Interest expense	(38,472)
Gain on sale from discontinued operations	908,222
Net gain	$ 789,142

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Financial Report
December 31, 2023

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RSM

Independent Auditor's Report

RSM US LLP

Board of Directors
HS Group Holding Company LLC and Subsidiaries d/b/a Threshold Brands

Opinion

We have audited the consolidated financial statements of HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands (the Company), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, the related consolidated statements of operations, changes in members' equity and cash flows for the years ended December 31, 2023, 2022, and 2021, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of their operations and their cash flows for the years ended December 31, 2023, 2022, and 2021, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

RSM US LLP

Detroit, Michigan
April 24, 2024

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Balance Sheets
December 31, 2023 & 2022

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	**$ 7,292,172**	$ 2,848,939
Accounts receivable, net of allowance for credit losses	**7,308,258**	2,838,072
Inventory	**374,941**	626,335
Prepaid expenses and other current assets	**3,638,733**	2,739,829
Discontinued operations	**456,472**	691,541
Total current assets	**19,070,576**	9,744,716
Property and equipment, net	**1,750,108**	2,053,004
Other assets:		
Goodwill, net	**58,322,671**	49,421,067
Intangibles, net	**28,931,482**	20,570,821
Right of use asset - operating leases, net	**4,037,117**	4,902,678
Capitalized contract costs	**4,013,241**	3,913,698
Other assets	**200,786**	366,051
Discontinued operations	**5,099,952**	5,649,309
Total other assets	**100,605,249**	84,823,624
Total assets	**$ 121,425,933**	$ 96,621,344
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable	**$ 3,331,237**	$ 2,579,019
Accrued expenses	**1,736,480**	2,289,453
Current portion of long-term debt	**409,376**	355,469
Operating lease liabilities, current	**1,234,334**	1,149,172
Current portion of deferred franchise and territory fees	**2,596,885**	1,703,657
Discontinued operations	**1,687,613**	1,504,355
Total current liabilities	**10,995,925**	9,581,125
Long-term debt, net	**28,187,920**	27,087,563
Deferred franchise and territory fees, net of current portion	**6,238,685**	6,581,039
Operating lease liabilities noncurrent	**2,877,766**	3,825,580
Discontinued operations	**433,367**	357,315
	37,737,738	37,851,497
Total liabilities	**48,733,663**	47,432,622
Members' equity	**72,692,270**	49,188,722
Total liabilities and members' equity	**$ 121,425,933**	$ 96,621,344

See notes to consolidated financial statements.

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Statements of Operations
Years Ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Revenues:			
Recurring revenue	**$ 43,861,005**	$ 42,434,021	$ 31,818,811
Franchise fee revenue	**2,355,244**	2,284,333	1,148,834
Total revenues	**46,216,249**	44,718,354	32,967,645
Operating expenses:			
Cost of services	**7,365,194**	7,716,433	6,488,425
General and administrative expenses	**13,588,879**	18,981,922	11,602,742
Payroll and benefits	**19,327,071**	20,314,913	15,092,714
Depreciation and amortization expenses	**9,096,227**	8,030,433	6,067,212
Transaction expenses	**2,127,651**	884,988	2,054,118
Total operating expenses	**51,505,022**	55,928,689	41,305,211
Loss from operations	**(5,288,773)**	(11,210,335)	(8,337,566)
Other expense (income):			
Interest expense	**3,516,317**	2,434,486	1,364,806
Other expense (income)	**204,046**	(203,807)	(145,135)
Other expense	**3,720,363**	2,230,679	1,219,671
Loss from continuing operations	**(9,009,136)**	(13,441,014)	(9,557,237)
Loss from discontinued operations (including gain on disposal of $9,972 for the year ended December 31, 2023)	**(1,459,871)**	(831,424)	(830,729)
Net loss	**$ (10,469,007)**	$ (14,272,438)	$ (10,387,966)

See notes to consolidated financial statements.

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Statements of Changes in Members' Equity
Years Ended December 31, 2023, 2022, and 2021

Balance, December 31, 2020	$ 50,386,426
Issuance of Class A units	1,150,000
Contributed capital related to acquisitions	5,150,000
Foreign currency translation	(32,060)
Net loss	(10,387,966)
Balance, December 31, 2021	46,266,400
Issuance of Class A units	774,578
Contributed capital related to acquisitions	16,500,000
Foreign currency translation	(79,818)
Net loss	(14,272,438)
Balance, December 31, 2022	49,188,722
Issuance of Class A units	7,705,254
Contributed capital related to acquisitions	26,315,146
Distributions	(221,436)
Foreign currency translation	173,591
Net loss	(10,469,007)
Balance at December 31, 2023	**$ 72,692,270**

See notes to consolidated financial statements.

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Statements of Cash Flows
Years Ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Cash flows from operating activities:			
Net loss from continuing operations	**$ (9,009,136)**	$ (13,441,014)	$ (9,557,237)
Net loss from discontinued operations	**(1,459,871)**	(831,424)	(830,729)
Adjustments to reconcile net loss from continuing operations to net cash used in operating activities:			
Depreciation and amortization	**9,096,227**	8,030,433	6,067,212
Accretion of debt issuance costs	**209,733**	209,532	122,886
Loss (gain) on sale of fixed assets	**151,375**	(24,018)	-
Changes in assets and liabilities, net of acquisitions:			
Accounts receivable	**(3,892,055)**	352,313	(744,466)
Prepaid expenses and other current assets	**(655,452)**	(1,916,684)	387,382
Inventories	**251,394**	(51,635)	(407,450)
Capitalized contract costs	**(99,543)**	(1,084,997)	(1,228,179)
Other assets	**221,947**	(195,350)	162,394
Accounts payable and accrued expenses	**(314,296)**	2,088,873	896,771
Deferred franchise and territory fees	**(425,333)**	1,098,016	1,002,758
Other liabilities	**-**	(210,500)	210,500
Operating lease assets and liabilities	**2,909**	72,074	-
Net cash used in operating activities —continuing operations	**(4,462,230)**	(5,072,957)	(3,087,429)
Net cash used in operating activities —discontinuing operations	**(404,355)**	(186,428)	(554,662)
Net cash used in operating activities	**(4,866,585)**	(5,259,385)	(3,642,091)
Cash flows from investing activities:			
Acquisition of businesses, net of cash acquired	**(22,648,233)**	(13,632,318)	(11,864,149)
Purchase of property and equipment	**(179,453)**	(479,941)	(871,412)
Proceeds from sales of equipment	**24,119**	192,627	208,379
Net cash used in investing activities —continuing operations	**(22,803,567)**	(13,919,632)	(12,527,182)
Net cash used in investing activities —discontinuing operations	**(202,807)**	(290,871)	(1,897,023)
Net cash used in investing activities	**(23,006,374)**	(14,210,503)	(14,424,205)
Cash flows from financing activities:			
Borrowings on long-term debt	**1,300,000**	-	16,000,000
Payment of debt issuance costs	**-**	-	(551,094)
Distributions to members	**(221,436)**	-	
Payments on long-term debt	**(355,469)**	(284,375)	(143,594)
Proceeds from capital contributions	**31,220,400**	15,774,578	1,150,000
Net cash provided by financing activities —continuing operations	**31,943,495**	15,490,203	16,455,312
Net cash provided by financing activities —discontinuing operations	**113,078**	79,560	-
Net cash provided by financing activities	**32,056,573**	15,569,763	16,455,312
Effect of exchange rate changes on cash	**181,670**	(140,104)	(123,805)
Net increase (decrease) in cash and cash equivalents	**4,365,284**	(4,040,229)	(1,734,789)
Cash and cash equivalents, beginning	**3,140,848**	7,181,077	8,915,866
Cash and cash equivalents, ending	**$ 7,506,132**	$ 3,140,848	$ 7,181,077

(Continued)

HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands

Consolidated Statements of Cash Flows (Continued)
Years Ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Supplemental disclosures of cash flow information:			
Interest paid	**$ 3,083,356**	$ 1,077,276	$ -
Supplemental schedule of noncash operating, investing and financing activities:			
Acquisition of businesses:			
Assets acquired	**$ 12,410,853**	$ 3,070,399	$ 3,926,223
Liabilities assumed	**(1,489,748)**	(333,510)	(658,342)
Net identifiable assets acquired	**10,921,105**	2,736,889	3,267,881
Goodwill	**15,202,529**	12,428,214	10,880,109
Net assets acquired	**26,123,634**	15,165,103	14,147,990
Less cash acquired	**(675,401)**	(32,785)	(133,841)
Less units issued as consideration	**(2,800,000)**	(1,500,000)	(2,150,000)
Cash purchase price	**$ 22,648,233**	$ 13,632,318	$ 11,864,149

See notes to consolidated financial statements.

Note 1. Summary of Significant Accounting Policies

Nature of business: HS Group Holding Company, LLC and Subsidiaries d/b/a Threshold Brands (collectively, the Company) through its wholly owned subsidiaries including Threshold Brands LLC, MaidPro Franchise, LLC (MaidPro), FlyFoe, LLC (FlyFoe), Men In Kilts US, LLC (Men in Kilts), Men in Kilts Canada Inc. (MIKC), Pestmaster Franchise Network, LLC (PFN), Pestmaster Services, L.P. (PSI), Kaigan LLC (Kaigan), USA Insulation Franchise, LLC (USA), USA Enterprises, LLC (USAE), FDIE, LLC (FDIE), Sir Grout Franchising, LLC (SGF), Sir Grout, LLC (SG), Plumbing Heating Paramedics LLC (PHP), PHP Franchise LLC (PHPF), Granite Garage Floors Franchising, LLLC (GGFF), Granite Garage Floors Atlanta (GGFA), Mold Medics LLC (MM), Mold Medics Franchise, LLC (MMF), Miracle Methods LLC (MMCS) and Miracle Methods Franchise, LLC (MMUS) is in the business of selling franchises as well as operating certain franchises and supply companies.

MaidPro is a franchisor that provides support, guidance, and training to its franchisees. Its franchisees provide residential and office cleaning services in the United States and Canada. MaidPro began franchising operations in January 1997 and conducts operations from its principal office in Massachusetts.

FlyFoe was established on November 30, 2017. FlyFoe is a franchisor that provides support, guidance, and training to its franchisees. FlyFoe's franchisees provide mosquito and tick control services and other related services in the United States.

Men in Kilts was established on March 29, 2019, and MIKC was established in 2002. They are each franchisors that provides support, guidance, and training to its franchisees. Their franchisees provide exterior house cleaning services, including window cleaning, gutter cleaning, house washing, and pressure washing for both residential and commercial properties in the United States and Canada.

PFN operates as a franchisor of pest control services throughout the United Sates. It provides territorial rights for operation of their businesses, giving initial training and ongoing support for franchisees. The customer base is both residential and commercial. It began operations in 1981. PSI and Kaigan operate certain Pestmaster franchises.

USA was established on March 22, 2006. It is a franchisor that provides support, guidance, and training to its franchisees. Its franchisees provide insulation services for both residential and commercial buildings. USAE operates certain USA franchises. FDIE is an operating company that primarily provides inventory to USA franchises. FDIE manufactures foam insulation and related chemicals and equipment that it sells and ships directly to franchisees.

SGF was established in 2004. It is a franchisor that provides a variety of services across grout and tile restoration (e.g., cleaning, repair, color sealing, re-caulking), stone restoration (e.g., floor and countertop polishing, crack repair), surface coatings (e.g., durability coating, slip-resistance coatings), and sandless hardwood refinishing. SG also acts as a product supplier for franchisees, where supplies are purchased from vendors and directly shipped to the franchisees.

PHP was established in 2011. It provides HVAC and plumbing services to residential customers throughout Indiana. PHP offers HVAC system repairs, HVAC system replacements, plumbing system repairs, and recurring maintenance check-ins. PHP was sold on January 31, 2024 and is included in discontinued operations (see Note 9). PHPF is a newly established franchisor that sells franchises providing services similar to PHP.

Note 1. Summary of Significant Accounting Policies (Continued)

GGFA was established in 1980. The company provides upgrading of concrete surfaces (garage floors, basements, workshops, unfinished spaces, exterior porches, and patios) with an industrial coating system with finishes appearing like Granite, Quartz, Stone, Metallic or Terrazzo. GGFF operates as a franchisor in which their franchisees provide services similar to GGFA. GGFA was sold on December 31, 2023 and is included in discontinued operations (see Note 9).

MM provides mold remediation, air duct cleaning, and other ancillary services such as radon testing for residential and commercial customers. MM is expected to be sold in the next year and is included in discontinued operations (see Note 9). MMF operates as a franchisor in which their franchisees provide services similar to MM.

MMCS provides bathroom and kitchen resurfacing services for residential and commercial customers. MMUS operates as a franchisor in which their franchisees provide services similar to MMC.

Basis of presentation: The consolidated balance sheets are presented as of December 31, 2023 and 2022. The consolidated statements of operations, changes in members' equity, and cash flows are presented for the years ended December 31, 2022, 2021, and 2021. The accompanying consolidated financial statements of the Company include its wholly owned subsidiaries.

All intercompany transactions have been eliminated. The accompanying consolidated financial statements have been prepared in accordance with accounting standards set by the Financial Accounting Standards Board (FASB). The FASB sets generally accepted accounting principles (GAAP) that the Company follows to ensure its financial condition, results of operations, and cash flows are consistently reported. References to GAAP issued by the FASB in these notes to the consolidated financial statements are to the FASB Accounting Standards Codification (ASC).

Revenue recognition policy: The Company recognizes revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows: identify the contract with a customer, identify the performance obligations in the contract, determine the transaction price, allocate the transaction price to the performance obligations in the contract, and recognize revenue when or as performance obligations are satisfied.

Significant accounting policies:

Nature of services

The Company's franchise agreements include (a) the right to use its symbolic intellectual property over the term of each franchise agreement, (b) preopening services, such as training, (c) ongoing services, such as management of the advertising fund contributions and support services for the franchisees, and (d) a license to use the Company's internal-use software which is hosted on the Company's software as a service (SaaS) platform. These promises are highly dependent upon and interrelated with the franchise right granted in the franchise agreement, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation. The performance obligation under the franchise agreement is the promise to provide daily access to the symbolic intellectual property over the term of each franchise agreement, which is a series of distinct services that represents a single performance obligation. Although the franchisor's underlying activities associated with the symbolic intellectual property will vary both within a day and day-to-day, the symbolic intellectual property is accessed over time and the customer (the franchisee) simultaneously receives and consumes the benefit from the franchisor's performance of providing access to the symbolic intellectual property (including other related activities). Revenue earned from providing these services is collectively referred to as franchise revenue.

Note 1. Summary of Significant Accounting Policies (Continued)

The Company's revenue consists primarily of recurring revenue, which includes franchise royalties, advertising fund contributions, and support services performed for franchisees. Franchise revenue (Initial franchise fees) is based on the market type selected and are paid at the time an individual franchise agreement is signed. Territory fees are for the purchase of additional territory over and above the minimum qualified households allowable based on the market type selected and are also paid at the time an individual franchise agreement is signed.

The Company also operates certain franchise locations. The revenue for these consists of revenue recognized at a point in time as the service is completed.

Payment terms
The transaction price is the amount of consideration to which the Company expects to be entitled in exchange for transferring goods and services to the customer. Agreements may include initial and renewal franchise fees, sales-based royalties, and fees for administrative services performed for the franchisee.

The Company believes its franchising agreements do not contain a significant financing component because (a) the timing of the upfront payment does not arise for the reason of provision of financing to the Company and (b) the sales-based royalty is variable and based on factors outside the Company or the franchisee's control.

Revenue recognition
Initial and renewal franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement beginning when the agreement is signed. Franchise agreements typically have a term of five to ten years with the option to renew for an additional years if the franchisee is in compliance with the terms of the franchise agreement.

Continuing royalties are calculated as a percentage of franchisees' reported sales that are related entirely to the Company's performance obligation under the franchise agreement. These royalties are considered variable consideration, but because they relate to a license of intellectual property, they are not included in the transaction price. Instead, royalty revenue is recognized as franchisee sales occur. Advertising contributions received from the Company's franchisees are recorded as a component of franchise royalties and fees in the consolidated statements of operations.

Contract balances
The Company records accounts receivable when it has the unconditional right to issue an invoice and receive payment, regardless of whether revenue has been recognized. If revenue has not yet been recognized, a contract liability (deferred franchise and territory fees) also is recorded.

Commission costs
The Company defers those direct and incremental costs associated with the sale of franchises. Deferred costs are charged to earnings when the related deferred franchise and territory fees are recognized as revenue over the term of the respective agreement. The Company has determined the period of benefit for direct and incremental costs associated with the sale of franchises to be the initial term of the franchise agreement. Amortization is recognized on a straight-line basis commensurate with the pattern of revenue recognition.

Note 1. Summary of Significant Accounting Policies (Continued)

Advertising funds
The Company collects funds from its franchisees for advertising pursuant to the Company's franchise agreements at a percentage of franchisee sales. These advertising services are not considered distinct because they are highly dependent and interrelated to the franchise right. Advertising contributions are considered part of the transaction price for the franchise right and recognized as revenue as the underlying sales occur. The advertising costs incurred for franchisees will be expensed in accordance with the Company's normal policy.

Cash and cash equivalents: The Company considers all short-term, highly liquid investments with original maturities of 90 days or less to be cash and cash equivalents. Cash equivalents consist of money market accounts.

The following table provides a reconciliation of cash and cash equivalents reported in the consolidated balance sheets for continuing operations that sums to the total of the amounts shown in the consolidated statements of cash flows for the years ended December 31:

	2023	2022	2021
Cash - continuing operations	$7,292,172	$2,848,939	$6,701,825
Cash reclassified to discontinued operations	213,960	291,909	479,252
	$7,506,132	$3,140,848	$7,181,077

Accounts receivable: Accounts receivable are recorded at transaction price. The allowance for credit losses on accounts receivable represents the Company's estimate of expected credit losses over the lifetime of the receivables. This estimation process is based on historical experience, current conditions, asset-specific risk characteristics and reasonable and supportable forecasts about future economic and market conditions. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received. The allowance for credit loss was approximately $813,000 and $542,000 for the years ended December 31, 2023 and 2022, respectively. The Company will continue to monitor and evaluate the adequacy of the allowance for credit losses on accounts receivable on a regular basis and make adjustments as necessary in response to changes in economic conditions and credit quality indicators.

The Company adopted Accounting Standards Update (ASU) 2016-13, Financial Instruments – Credit Losses (Topic 326), on January 1, 2023. This accounting standard requires companies to measure expected credit losses on financial instruments based on the total estimated amount to be collected over the lifetime of the instruments which would include accounts receivables. Prior to the adoption of this accounting standard, the Company recorded incurred loss reserves against account receivable balances based on current and historical information. The adoption of this ASU did not have a material effect on the Company's financial statements.

Concentration of credit risk: The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company maintains its cash and cash equivalents in bank deposit accounts, which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. The Company grants credit to its franchisees and customers. Consequently, the Company's ability to collect the amounts due from franchisees and customers is affected by economic fluctuations. The Company routinely assesses the financial strength of its franchisees and customers and believes that its accounts receivable credit risk exposure is limited.

Note 1. Summary of Significant Accounting Policies (Continued)

Franchisor advertising: Advertising costs of the franchisor are charged against income during the period the advertising is displayed. Advertising costs are expensed as incurred and totaled approximately $938,000, $1,863,000, and $2,148,000 for the years ended December 31, 2023, 2022, and 2021 respectively.

Software development costs: Costs for software developed for internal use are accounted for in accordance with ASC 350, Intangibles – Goodwill and Other - Internal-Use Software. ASC 350 requires the capitalization of certain costs incurred in connection with developing or obtaining internal-use software. In accordance with ASC 350, the Company expenses costs incurred in the preliminary project stage of developing or acquiring internal use software, such as research and feasibility studies, as well as costs incurred in the post-implementation/operational stage, such as maintenance and training. Capitalization of software development costs occurs only after the preliminary project stage is complete,

management authorizes the project, and it is probable that the project will be completed and the software will be used for the function intended. Costs associated with the purchase and development of computer software are capitalized and amortized on a straight-line basis over the estimated useful life of the related asset. Software development costs are recorded in property and equipment in the accompanying consolidated balance sheets. The Company capitalized software development costs. There were approximately $72,000 and $0 of capitalized costs for the year ended December 31, 2023 and 2022, respectively.

Property and equipment: Property and equipment is stated at cost, net of accumulated depreciation and amortization. Expenditures for additions and improvements are capitalized while maintenance and repair expenditures are charged to operations as incurred. When assets are sold or otherwise retired from service, their cost and related accumulated depreciation and amortization are removed from the accounts and any gain or loss is included in the results of operations. Depreciation and amortization is computed using the straight-line method based on the following estimated useful lives:

	Years
Equipment	5-10
Vehicles	5-10
Furniture and fixtures	3-5
Leasehold improvements	Lesser of useful life or lease term
Software development costs	3-7

Goodwill and intangibles: Goodwill is recognized for the excess of the fair value of an acquired business over the fair value of the identifiable net assets acquired. Under FASB ASC Topic 350, Intangibles—Goodwill and Other, the Company elected the accounting alternative to amortize goodwill on a straight-line basis over 10 years.

The Company has elected the provisions of FASB ASU 2014-18, *Business Combinations (Topic 805): Accounting for Identifiable Intangible Assets in a Business Combination*. ASU 2014-18 specifies that a private company that elects the accounting alternative to recognize or otherwise consider the fair value of intangible assets as a result of any in-scope transactions should no longer recognize separately from goodwill: (1) customer-related intangible assets unless they are capable of being sold or licensed independently from the other assets of the business and (2) noncompetition agreements.

Note 1. Summary of Significant Accounting Policies (Continued)

The Company tests its recorded goodwill for impairment upon a triggering event. Factors that could trigger an impairment test include, but are not limited to, underperformance relative to historical or projected future operating results, significant changes in the manner of use of the acquired assets or the overall business, significant negative industry or economic trends and a sustained period where market capitalization, plus an appropriate control premium, is less than member's equity. Goodwill is tested using a fair-value approach at the entity level. No impairment expense was recognized for the years ended December 31, 2023, 2022 and 2021.

Intangible assets include franchise agreements, trade names, trade secrets and software. Intangible assets are amortized on a straight-line basis over their estimated useful lives, which range between 7 to 25 years.

Long-lived assets: Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. If impairment is considered, recoverability of these assets is measured by a comparison of the carrying amount of the asset to estimated future undiscounted cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount of which the carrying amount of the asset exceeds the fair value of the asset. No impairment expense was recognized for the years ended December 31, 2023, 2022 and 2021.

Fair value measurements: The Company uses the fair value measurement and disclosure guidance for all assets and liabilities that are recognized or disclosed at fair value in the consolidated financial statements. The guidance defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods including market, income and cost approaches. Based on these approaches, the Company often utilizes certain assumptions that management believes market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that are accessible at the measurement date.

Level 2: Inputs to the valuation methodology include quoted prices in markets that are not active or quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3: Inputs to the valuation methodology are unobservable, reflecting the entity's own assumptions about assumptions market participants would use in pricing the asset or liability.

Note 1. Summary of Significant Accounting Policies (Continued)

Leases: In February 2016, the FASB issued ASC Topic 842, Leases, to increase transparency and comparability among organizations related to their leasing arrangements. The update requires lessees to recognize most leases on their balance sheets as a right-of-use (ROU) asset representing the right to use an underlying asset and a lease liability representing the obligation to make lease payments over the lease term, measured on a discounted basis. Topic 842 also requires additional disclosure of key quantitative and qualitative information for leasing arrangements. Similar to the previous lease guidance, the update retains a distinction between finance leases (similar to capital leases in Topic 840, Leases) and operating leases, with classification affecting the pattern of expense recognition in the income statement. The Company adopted Topic 842 on January 1, 2022, using the optional transition method to the modified retrospective approach, which eliminates the requirement to restate the prior-period financial statements. Under this transition provision, the Company has applied Topic 842 to reporting periods beginning on January 1, 2022, while prior periods continue to be reported and disclosed in accordance with the Company's historical accounting treatment under ASC Topic 840, Leases.

The Company elected the "package of practical expedients" under the transition guidance within Topic 842, in which the Company does not reassess (1) the historical lease classification, (2) whether any existing contracts at transition are or contain leases, or (3) the initial direct costs for any existing leases. The Company has not elected to adopt the "hindsight" practical expedient, and therefore will measure the ROU asset and lease liability using the remaining portion of the lease term upon the adoption of Topic 842 on January 1, 2022.

The Company determines if an arrangement is or contains a lease at inception, which is the date on which the terms of the contract are agreed to, and the agreement creates enforceable rights and obligations. A contract is or contains a lease when (i) explicitly or implicitly identified assets have been deployed in the contract and (ii) the Company obtains substantially all of the economic benefits from the use of that underlying asset and directs how and for what purpose the asset is used during the term of the contract. The Company also considers whether its service arrangements include the right to control the use of an asset.

The Company made an accounting policy election available under Topic 842 not to recognize ROU assets and lease liabilities for leases with a term of 12 months or less. For all other leases, ROU assets and lease liabilities are measured based on the present value of future lease payments over the lease term at the commencement date of the lease (or January 1, 2022, for existing leases upon the adoption of Topic 842). The ROU assets also include any initial direct costs incurred and lease payments made at or before the commencement date and are reduced by any lease incentives. To determine the present value of lease payments, the Company made an accounting policy election available to non-public companies to utilize a risk-free borrowing rate, which is aligned with the lease term at the lease commencement date (or remaining term for leases existing upon the adoption of Topic 842).

The Company has made an accounting policy election to account for lease and non-lease components in its contracts as a single lease component for its various asset classes. The non-lease components typically represent additional services transferred to the Company, such as common area maintenance for real estate, which are variable in nature and recorded in variable lease expense in the period incurred.

Adoption of Topic 842 resulted in the recording of additional ROU assets and lease liabilities related to the Company's operating leases of approximately $6.67 million and $6.71 million, respectively, at January 1, 2022. The adoption of the new lease standard did not materially impact consolidated net earnings or consolidated cash flows and did not result in a cumulative-effect adjustment to the opening balance of retained earnings.

Note 1. Summary of Significant Accounting Policies (Continued)

Income taxes: As a limited liability company, the Company is treated as a partnership for federal and state income tax purposes. As such, the taxable income of the Company is allocated in the tax returns of its members for federal and state tax purposes in accordance with their respective percentage ownership. Accordingly, no provision for federal income taxes is included in the consolidated financial statements. Entity-level, composite state and local income taxes (benefits) are accrued at the applicable rates, if any, and are included in the consolidated statements of operations.

The FASB provides guidance for how uncertain tax provisions should be recognized, measured, disclosed, and presented in the consolidated financial statements. The Company identifies its tax positions taken or expected to be taken in the course of preparing its tax returns and determines whether any tax positions are more likely than not of being sustained when challenged or when examined by the applicable tax authority. Management has determined that there are no uncertain tax positions at December 31, 2023, 2022, and 2021.

Debt issuance costs: Debt issuance costs are carried at cost less accumulated amortization as a direct deduction from the carrying amount of the related loan. The costs are amortized over the term of the related loan using a method that approximates the effective interest rate method. Amortization expense is classified in interest expense in the accompanying consolidated statements of operations.

Foreign currency translation**:** The functional currency of the Company's international subsidiary is the Canadian dollar. Foreign currency denominated assets and liabilities are translated into United States dollars at the rate of exchange in effect at year-end. Income and expenses are translated at a weighted average rate of exchange for the years ended December 31, 2023, 2022 and 2021. The aggregate effect of translating the consolidated financial statements is included in foreign currency translation in the consolidated statements of changes in members' equity.

Use of estimates: The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Subsequent events**:** On January 31, 2024, the Company sold PHP in exchange of 300 Class A units owned by the buyer that were valued at $630,000 (see Note 9).

The Company evaluated subsequent events for potential required disclosure through April 24, 2024, which is the date the consolidated financial statements were available to be issued.

Note 2. Acquisition of Businesses

Men in Kilts Canada: On February 8, 2021, the Company acquired 100% of the assets in MIKC for total consideration of $1,450,854.

The acquisition was funded through equity contributions and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. Goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and assets acquired, and liabilities assumed recognized at the preliminary fair value at the date of acquisition:

Consideration:	
Cash	$ 1,300,854
150 Class A Units of HS Group Holding Company, LLC	150,000
Total invested capital	$ 1,450,854
Recognized amount of net assets of the Company:	
Other current assets	$ 34,500
Intangible assets	927,000
Accrued expenses and other liabilities	(69,593)
Total identifiable net assets acquired	891,907
Goodwill	558,947
	$ 1,450,854

The fair value of the 150 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $252,478 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

Of the $927,000 of identified intangible assets, $829,000 was assigned to franchise agreements (10-year life) and $98,000 was assigned to trade names (20-year life).

Note 2. Acquisition of Businesses (Continued)

Plumbing Heating Paramedics: Effective May 7, 2021, the Company acquired 100% of the membership interest in PHP for total consideration of $5,380,087.

The acquisition was funded through equity contributions, draw down of debt and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. A tax election was filed; therefore, goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and assets acquired, and liabilities assumed recognized at the preliminary fair value at the date of acquisition:

Consideration:	
Cash	$ 2,436,860
Due to seller	(56,773)
3,000 Class A Units of HS Group Holding Company, LLC	3,000,000
Total invested capital	$ 5,380,087
Recognized amount of net assets of the Company:	
Cash	$ 783,815
Receivables	265,090
Prepaid expenses and other assets	20,621
Fixed assets	195,658
Intangible assets	905,000
Accounts payable	(11,857)
Accrued expenses and other liabilities	(630,062)
Deferred service contract	(130,955)
Notes Payable	(132,500)
Extended warranties	(541,548)
Total identifiable net assets acquired	723,262
Goodwill	4,656,825
	$ 5,380,087

The fair value of the 3,000 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $669,400 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

The $905,000 of identified intangible assets were assigned to trade names (20-year life).

Certain current and prior year amounts were reclassed to discontinued operations as of December 31, 2023 and 2022.

Note 2. Acquisition of Businesses (Continued)

Sir Grout: Effective September 13, 2021, the Company acquired 100% of the membership interest in SGF and SG for total consideration of $12,697,136.

The acquisition was funded through equity contributions, draw down of debt and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. A tax election was filed; therefore, goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and the assets acquired, and liabilities assumed recognized at preliminary fair value at the date of acquisition:

Consideration:	
Cash	$ 10,697,136
1,354 Class A Units of HS Group Holding Company, LLC	2,000,000
Total invested capital	$ 12,697,136
Recognized amount of net assets of the Company:	
Cash	$ 133,841
Receivables	152,790
Other assets	66,092
Intangible assets	2,612,000
Accounts payable	(5,338)
Accrued expenses and other liabilities	(128,159)
Deferred revenue	(455,252)
Total identifiable net assets acquired	2,375,974
Goodwill	10,321,162
	$ 12,697,136

The fair value of the 1,354 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $697,658 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

Of the $2,612,000 of identified intangible assets, $2,029,000 was assigned to franchise agreements (10-year life) and $583,000 was assigned to trade names (20-year life).

Note 2. Acquisition of Businesses (Continued)

Granite Garage: Effective May 13, 2022, the Company acquired 100% of the membership interest in GGFF and GGFA for total consideration of $15,488,411.

The acquisition was funded through equity contributions, and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce being subsumed into goodwill, the Company's presence in the marketplace, and its long-term expected revenue growth. A tax election was filed; therefore, goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and the assets acquired, and liabilities assumed recognized at preliminary fair value at the date of acquisition:

Consideration:	
Cash	$ 13,970,942
Due to seller	17,469
835 Class A Units of HS Group Holding Company, LLC	1,500,000
Total invested capital	$ 15,488,411
Recognized amount of net assets of the Company:	
Cash	$ 129,606
Receivables	227,163
Inventory	92,885
Other current assets	154,809
Contract assets	31,395
Fixed assets	23,852
Right-of-use asset	43,701
Tradename	1,038,000
Franchise agreements	1,797,000
Accounts payable and accruals	(101,868)
Lease liability	(45,540)
Deferred revenue	(330,806)
Total identifiable net assets acquired	3,060,197
Goodwill	12,428,214
	$ 15,488,411

The fair value of the 835 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $884,988 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

Of the $2,830,000 of identified intangible assets, $1,792,000 was assigned to franchise agreements (10-year life) and $1,038,000 was assigned to trade names (20-year life).

Certain current and prior year amounts were reclassed to discontinued operations as of December 31, 2023 and 2022.

Note 2. Acquisition of Businesses (Continued)

Mold Medics: Effective May 3, 2023, the Company acquired 100% of the membership interest in Mold Medics for total consideration of $3,505,567.

The acquisition was funded through equity contributions and the issuance of member units to the sellers.

The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce subsumed into goodwill, the Company's presence in the marketplace and its long-term expected revenue growth. A tax election was filed; therefore, goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and the amounts of the assets acquired, and liabilities assumed at the date of acquisition:

Consideration:	
Cash	$ 1,684,344
810 Class A Units of HS Group Holding Company, LLC	1,800,000
Due to seller	21,223
Total invested capital	$ 3,505,567
Recognized amount of net assets of the Company:	
Cash	$ 111,888
Receivables	113,800
Fixed assets	16,082
Tradename	290,000
Accounts payable and accruals	(83,162)
Other liability	(35,000)
Total identifiable net assets acquired	413,608
Goodwill	3,091,959
	$ 3,505,567

The fair value of the 810 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $853,553 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

Identified intangible assets included $290,000 which was assigned to trade names (20-year life).

Certain current and prior year amounts were reclassed to discontinued operations as of December 31, 2023.

Note 2. Acquisition of Businesses (Continued)

Miracle Methods: Effective November 22, 2023, the Company acquired 100% of the membership interest in Miracle Methods for total consideration of $22,638,133.

The acquisition was funded through equity contributions and the issuance of member units to the sellers. The goodwill arising from the above acquisition is largely due to the fair value of certain intangible assets along with the assembled workforce subsumed into goodwill, the Company's presence in the marketplace and its long-term expected revenue growth. A tax election was filed; therefore, goodwill is deductible for income tax purposes.

The business combination was accounted for under the acquisition method of accounting. The following table summarizes the consideration paid and the amounts of the assets acquired, and liabilities assumed at the date of acquisition:

Consideration:	
Cash	$ 21,830,802
476 Class A Units of HS Group Holding Company, LLC	1,000,000
Due to seller	(192,669)
Total invested capital	$ 22,638,133
Recognized amount of net assets of the Company:	
Cash	$ 613,988
Receivables	574,979
Prepaid and other assets	243,452
Fixed assets	97,187
Other assets - noncurrent	56,682
Intangible assets	10,470,000
Accounts payable and accruals	(468,693)
Deferred revenue	(976,207)
Total identifiable net assets acquired	10,611,388
Goodwill	12,026,745
	$ 22,638,133

The fair value of the 476 Class A Units was determined based on the value of the Company at the acquisition date, using unobservable inputs.

In connection with the transaction, the Company incurred $1,274,098 of transaction expenses, which were expensed as incurred in the accompanying consolidated statement of operations.

Of the $10,470,000 of identified intangible assets, $7,595,000 was assigned to franchise agreements (5-year life), $1,958,000 was assigned to trade names (20-year life), and $917,000 was assigned to software (5-year life).

Note 3. Property and Equipment

Property and equipment consisted of the following at December 31:

	2023	2022
Equipment	$ 486,658	$ 569,313
Vehicles	2,155,872	1,343,729
Furniture and fixtures	72,192	80,268
Leasehold improvements	93,224	604,580
Work in process	62,630	68,915
Software development costs	72,357	133,357
Total property and equipment	2,942,933	2,800,162
Less accumulated depreciation and amortization	(1,192,825)	(747,158)
Property and equipment, net	$ 1,750,108	$ 2,053,004

Depreciation expense for the years ended December 31, 2023, 2022, and 2021 was approximately $352,000, $436,000 and $316,000, respectively.

Certain current and prior year amounts were reclassed to discontinued operations as of December 31, 2023 and 2022.

Note 4. Intangible Assets and Goodwill

Following is a summary of intangible assets:

	December 31, 2023			
	Weighted-Average Remaining Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements	6.33	$ 22,963,548	$ 4,744,640	$ 18,218,908
Trade names	17.72	8,966,637	1,000,436	7,966,201
Software	4.07	2,683,000	886,959	1,796,041
Trade secrets	21.98	1,081,000	130,668	950,332
		$ 35,694,185	$ 6,762,703	$ 28,931,482
Goodwill	7.74	$ 75,107,177	$ 16,784,506	$ 58,322,671

Note 4. Intangible Assets and Goodwill (Continued)

	December 31, 2022			
	Weighted-Average Remaining Useful Life	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Franchise agreements	8.04	$ 15,351,284	$ 3,023,790	$ 12,327,494
Trade names	18.12	6,716,407	643,944	6,072,463
Software	4.62	1,776,300	599,008	1,177,292
Trade secrets	22.98	1,081,000	87,428	993,572
		$ 24,924,991	$ 4,354,170	$ 20,570,821
Goodwill	8.26	$ 59,870,481	$ 10,449,414	$ 49,421,067

Certain current and prior year amounts were reclassed to discontinued operations as of December 31, 2023 and 2022.

The change in the carrying value of goodwill for the years ended December 31, 2023 and 2022 , is as follows:

Balance at December 31, 2021	$ 42,520,675
Additions of goodwill	12,438,859
Amortization expense	(5,538,467)
Balance at December 31, 2022	49,421,067
Additions of goodwill	15,223,753
Amortization expense	(6,322,149)
Balance at December 31, 2023	$ 58,322,671

Amortization expense recognized on intangible assets and goodwill as of December 31, 2023, 2022, and 2021 totaled approximately $8,744,000, $7,594,000,and $5,751,000, respectively.

The future estimated aggregate amortization expense for intangibles and goodwill as of December 31, 2023, is as follows:

	Goodwill	Intangibles
Years ending December 31:		
2024	$ 7,500,213	$ 2,436,746
2025	7,500,213	2,436,746
2026	7,500,213	2,436,746
2027	7,500,213	2,347,857
2028	7,500,213	2,189,890

Note 5. Long-Term Debt

In connection with the Company's acquisition of USA on December 23, 2020, the Company entered into a credit agreement with a financial institution. Maximum borrowings under the credit agreement allow for $2,000,000 of a revolving loan, $12,500,000 of a senior secured term loan and $20,000,000 of additional term loans, which are secured by substantially all of the assets of the Company. The available borrowings on the revolver are limited to a borrowing base, calculated from the adjusted senior debt to earnings before interest, taxes, depreciation and amortization (EBITDA) as further defined in the credit agreement. In connection with the agreement, the Company incurred debt issuance costs of $410,323, which are amortized over the term of the credit agreement.

In connection with the Company's Acquisition of PHP on May 7, 2021, the Company signed the First Amendment to the Loan Agreement (the First Amendment) which provided an additional term loan of $4,000,000. The Company incurred debt issuance costs of $100,000, which are amortized over the term of the credit agreement.

On September 13, 2021, the Company signed the Second Amendment to the Loan Agreement (the Second Amendment), which granted approval for the acquisition of Sir Grout, LLC, and provided an additional term loan of $12,000,000. The Company incurred debt issuance costs of $451,094, which are amortized over the term of the credit agreement.

The interest rate is a floating rate equal to the lesser of Secured Overnight Financing Rate (SOFR) plus the applicable margin as defined in the credit agreement, which is 11.04% as of December 31, 2023. Principal payments are due quarterly on the first day of each quarter in an amount equal to $102,344 and with a balloon payment on December 23, 2025. There is $27,716,562 outstanding on the senior secured term loan at December 31, 2023, and $1,300,000 drawn down on the revolving loan and nothing drawn down on the additional term loans.

The credit agreement includes certain ratios and excess cash flow payments. The credit agreement is collateralized by all business assets of the Company. As of December 31, 2023, the Company was in compliance with its debt covenants.

Amortization expense recognized on debt issuance costs was approximately $210,000, $210,000, and $123,000 as of December 31, 2023, 2022,and 2021, respectively.

A summary of long-term debt is as follows as of December 31, 2023:

	2023	2022
Term loan	$ 27,716,562	$ 28,072,031
Revolver	1,300,000	-
Less unamortized debt issuance costs	(419,266)	(628,999)
Less current portion	(409,376)	(355,469)
	$ 28,187,920	$ 27,087,563

Future maturities of long-term debt are as follows:

2024	$ 409,375
2025	28,607,187
	$ 29,016,562

Note 6. Leases

Operating lease: The Company leases real estate and vehicles, under operating lease agreements that have initial term of four to 15 years. Some leases include one or more options to renew, generally at the Company's sole discretion, with renewal terms that can extend the lease five times up to a term of five years each. In addition, certain leases contain termination options, where the rights to terminate are held by either the Company, the lessor or both parties. These options to extend or terminate a lease are included in the lease terms when it is reasonably certain that the Company will exercise that option. The Company's operating leases generally do not contain any material restrictive covenants or residual value guarantees.

The components of lease expense are as follows for the years ended December 31:

	2023	2022
Operating lease cost	$ 1,246,219	$ 1,426,819
Short-term lease cost	12,400	-
Total lease cost	$ 1,258,619	$ 1,426,819

Supplemental cash flow information related to leases is as follows for the year ended December 31:

	2023	2022
Cash paid for amounts included in measurement of lease liabilities:		
Operating cash outflows—payments on operating leases	$ 1,235,137	$ 1,379,117
Right-of-use assets in exchange for new lease obligations:		
Operating leases	$ 322,159	$ 6,670,560
Weighted-average remaining lease term:		
Operating leases	4.5	5.4
Weighted-average discount rate:		
Operating leases	1.4%	1.0%

Future undiscounted cash flows for each of the next five years and thereafter and a reconciliation to the lease liabilities recognized on the balance sheet are as follows as of December 31, 2023:

	Operating Leases
Years ending December 31:	
2024	$ 1,294,982
2025	1,225,158
2026	584,634
2027	324,249
2028	311,964
Thereafter	570,128
Total lease payments	4,311,115
Less imputed interest	199,015
Total present value of lease liabilities	$ 4,112,100

Note 7. Commitments and Contingencies

Legal matters: From time to time, the Company may be involved in legal actions arising in the ordinary course of business or, conditions may exist that may result in a loss but will only be resolved when one or more future events occur or fail to occur. Each of these actions or matters is assessed by the Company's management and legal counsel to evaluate the perceived merits of any proceeding or claim, as well as any relief sought or expected to be sought. Such assessment involves the exercise of judgment. The Company establishes accruals for losses that management deems to be probable and subject to reasonable estimate. If the assessment indicates that a potentially material loss contingency is not probable but reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss, if determinable and material, would be disclosed.

Related-party transaction: A company related to the Company's majority member charges the Company for financial and management services under a management services agreement for reimbursement of reasonable direct expenses, which is included in general and administrative expense on the accompanying consolidated statements of operations. The total expense for the years ended December 31, 2023, 2022, and 2021, is approximately $530,000, $295,000, and $294,000, respectively.

Note 8. Members' Equity

Members' equity consisted of the following membership units:

	2023	
	Units Authorized	Units Outstanding
Class A Units	1,000,000	88,117
Class B Units	11,431	5,250

	2022	
	Units Authorized	Units Outstanding
Class A Units	1,000,000	72,224
Class B Units	7,524	4,184

Class A Units have voting rights on all matters requiring the consent, approval or vote of the Members. The Class A Units receive preference on distributions.

Class B Units are profit interests that do not have voting rights and have been issued to designated management employees of the Company without any corresponding capital contribution. The holders of these units are entitled to share in the appreciation of the Company's assets that occur subsequent to the date of grant. The Class B Units are dilutive to the participating preferred units.

Note 8. Members' Equity (Continued)

The Company has issued 11,431, 8,415, and 6,452 units to certain management employees as of December 31, 2023, 2022, and 2021, respectively. The units substantially vest upon a change in control of the Company, if still employed. The fair value of the awards at the date of grant is estimated using option pricing models. The expected terms assumption reflects the period for which the Company believes the awards will remain outstanding and is based on the expected behavior of the award holders. The Company determined the volatility of the fair value of its units through comparison to similar entities considering such characteristics as industry, stage of life cycle, size, and financial leverage. The risk free rate reflects the U.S. Treasury yield curve for similar expected life instruments in effect at the time of grant. During the years ended December 31, 2023 and 2022, and 2021 there were 6,181, 4,231, and 1,314 cumulative units forfeited, respectively. Class B units have no compensation expense recorded as their vesting condition is not considered probably until a change in control occurs.

Note 9. Discontinued Operations

GGFA was sold by the Company on December 31, 2023, in exchange of 300 Class A units owned by the buyer that were valued at $221,000. This entity operated as a separate business. In addition, on January 31, 2024, the Company sold PHP in exchange of 300 Class A units owned by the buyer that were valued at $630,000. Finally, MM is being marketed for sale and it is probable that a transaction will occur in the next year. PHP and MM are classified as held-for-sale.

The sale of GGFA, subsequent sale of PHP and the anticipated sale of MM businesses are considered to be a strategic change in operations as they are all non-franchisors so the Company can focus on the franchisor business. GGFA, PHP, and MM are therefore being accounted for as discontinued operations. The results of the operations and sale GGFA business are being presented as loss from discontinued operations in the accompanying consolidated statements of operations for the years ended December 31, 2023, 2022, and 2021.

Note 9. Discontinued Operations (Continued)

The results of operation of GGFA, PHP, and MM included in loss from discontinued operations in the consolidated statements of operations for the years ended December 31, 2023, 2022, and 2021, is as follows:

	2023	2022	2021
Revenues:			
Recurring revenue	**$ 8,798,202**	$ 7,518,439	$ 3,914,103
Total revenues	**8,798,202**	7,518,439	3,914,103
Operating expenses:			
Cost of services	**3,131,846**	2,654,396	938,042
General and administrative expenses	**2,039,743**	1,558,587	1,915,405
Payroll and benefits	**4,519,254**	3,545,276	1,496,810
Depreciation and amortization expenses	**610,410**	598,952	384,722
Total operating expenses	**10,301,253**	8,357,211	4,734,979
Loss from operations	**(1,503,051)**	(838,772)	(820,876)
Other expense (income):			
Interest expense	**896**	-	-
Other expense (income)	**(34,104)**	(7,348)	9,853
Other expense	**(33,208)**	(7,348)	9,853
Loss from discontinuing operations	**(1,469,843)**	(831,424)	(830,729)
Gain on sale from discontinued operations	**9,972**	-	-
Net loss	**$ (1,459,871)**	$ (831,424)	$ (830,729)

Note 9. Discontinued Operations (Continued)

The balance sheets of GGFA, PHP, and MM included in loss from discontinued operations in the consolidated balance sheets for the year ended December 31, 2023 and 2022, are summarized as follows:

	2023	2022
Assets		
Current assets:		
Cash and cash equivalents	**$ 213,960**	$ 291,909
Accounts receivable, net of allowance for credit losses	**133,321**	121,528
Inventory	**80,754**	188,288
Prepaid expenses and other current assets	**28,437**	89,816
Total current assets	**456,472**	691,541
Property and equipment, net	**434,145**	269,191
Other assets:		
Goodwill, net	**3,316,651**	3,880,688
Intangibles, net	**957,667**	1,012,917
Right of use asset - operating leases, net	**391,489**	484,613
Other assets	**-**	1,900
Total other assets	**4,665,807**	5,380,118
Total assets	**$ 5,556,424**	$ 6,340,850
Liabilities and Members' Equity		
Current liabilities:		
Accounts payable	**$ 428,289**	$ 163,164
Accrued expenses	**1,097,308**	1,118,275
Other liabilities	**59,154**	77,727
Operating lease liabilities, current	**102,862**	145,189
Total current liabilities	**1,687,613**	1,504,355
Other long-term liabilities	**133,484**	1,833
Operating lease liabilities noncurrent	**299,883**	355,482
	433,367	357,315
Total liabilities	**2,120,980**	1,861,670
Members' equity	**3,435,444**	4,479,180
Total liabilities and members' equity	**$ 5,556,424**	$ 6,340,850

THE FINANCIAL STATEMENTS AS OF, AND FOR THE 2-MONTH PERIOD ENDED, FEBRUARY 28, 2026 ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM

HS Group Holding Company

HS Group Holding Company (Consolidated)

Balance Sheet

End of Feb 2026

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
10000 - Cash & Cash Equivalents	$3,763,092.13
Total Bank	$3,763,092.13
Accounts Receivable	
11000 - Accounts Receivable	$3,168,774.16
Total Accounts Receivable	$3,168,774.16
Unbilled Receivable	$2,542,458.44
Other Current Asset	$4,769,598.10
Total Current Assets	$14,243,922.83
Fixed Assets	
15000 - Fixed Assets	$1,129,571.58
Total Fixed Assets	$1,129,571.58
Other Assets	
16000 - Intangible Assets	$65,603,458.69
17000 - Other Assets	$7,252,326.90
Total Other Assets	$72,855,785.59
Total ASSETS	$88,229,280.00
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
20000 - Accounts Payable	$2,449,678.16
Total Accounts Payable	$2,449,678.16
Credit Card	$107,729.07
Other Current Liability	$7,369,924.27
Total Current Liabilities	$9,927,331.50
Long Term Liabilities	
26000 - Deferred Revenue - Long Term	$4,092,633.19
27000 - Long Term Liabilities	$32,148,843.09
Total Long Term Liabilities	$36,241,476.28
Equity	$42,060,472.22
Total Liabilities & Equity	$88,229,280.00

HS Group Holding Company
HS Group Holding Company (Consolidated)
Income Statement
January - February 2026

Financial Row	Amount
Ordinary Income/Expense	
Income	
Revenue	
Franchise Royalties	$2,932,529.23
Franchise Fees	$339,664.65
Service Revenue	$1,357,828.20
Company Store Revenue	$1,195,052.34
Products, Parts, & Service Revenue	$722,335.73
Other Revenue	$998,863.16
Total Revenue	**$7,546,273.31**
Cost Of Sales	
Labor	$515,043.76
Freight	$26,624.21
Product & Materials	$515,259.28
Vehicle	$60,829.86
Miscellaneous	$173,346.13
Total Cost of Sales	**$1,291,103.24**
Gross Profit	**$6,255,170.07**
Expense	
SG&A Expenses	
Compensation & Benefits	$2,788,571.86
Rent & Utilities	$251,822.17
Information Technology	$599,271.28
Professional Services	$391,341.43
Marketing & Advertising	$1,060,794.77
Travel & Entertainment	$129,750.78
Office - Vehicle	($13,777.09)
Office & Administrative	$228,023.14
Total - Expense	**$5,435,798.35**
Net Ordinary Income	**$819,371.72**
Other Income and Expenses	
Other Income	
Total - Other Income	**$78.50**
Other Expense	
Depreciation & Amortization Expense	$2,058,601.73
Taxes	$1,740.45
Other Expense	$777,428.73
Total - Other Expense	**$2,837,339.87**
Net Other Income	**($2,837,261.37)**
Net Income	**($2,017,889.65)**

GUARANTEE OF PERFORMANCE

For value received, **HS GROUP HOLDING COMPANY, LLC**, a Delaware limited liability company (the "Guarantor"), located at Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, New York 10111, absolutely and unconditionally guarantees to assume the duties and obligations of **MIRACLE METHOD, LLC**, located at 215 Sutton Lane, Colorado Springs, CO 80907 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Frisco, Texas, on the 8 day of April, 2026.

GUARANTOR:

HS GROUP HOLDING COMPANY, LLC

By: _____

Name: Theodore DeMarino

Its: Chief Executive Officer

EXHIBIT D

OPERATIONS MANUAL TABLE OF CONTENTS

GGF Operations Manual

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EXHIBIT E

LIST OF STATE ADMINISTRATORS

AND

AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS
AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA California Department of Financial Protection and Innovation Franchise Division 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2244 Toll Free (866) 275-2677 Ask.DFPI@dfpi.ca.gov (email)	**CONNECTICUT** State of Connecticut Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8230 Agent: Banking Commissioner
HAWAII (state administrator) Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722 (for service of process) Commissioner of Securities	**ILLINOIS** Franchise Division Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (for service of process) Indiana Secretary of State 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner

MICHIGAN Michigan Attorney General's Office Corporate Oversight Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, Michigan 48913 (517) 335-7567	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1638 (for service of process) Minnesota Commissioner of Commerce
NEW YORK (state administrator) NYS Department of Law Investor Protection Bureau 28 Liberty Street 21st Floor New York, New York 10005 (212) 416-8222 (for service of process) New York Secretary of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492	**NORTH DAKOTA** North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept 401 Bismarck, North Dakota 58505 (701) 328-2910 (for service of process) Insurance Commissioner
OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** Rhode Island Department of Business Regulation 1511 Pontiac Avenue, Bldg 69-1 Cranston, Rhode Island 02920 (401) 462-9527

SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733
WASHINGTON (state administrator) Department of Financial Institutions Securities Division PO Box 41200 Olympia, Washington 98504-1200 (360) 902-8760 (for service of process) Director of Dept. of Financial Institutions Securities Division 150 Israel Rd SW Tumwater WA 98501 (360) 902-8760	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-8557 (for service of process) Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705

EXHIBIT F

LIST OF CURRENT FRANCHISEES AS OF DECEMBER 31, 2025

STATE	NUMBER OF TERRITORIES
Arizona	
Chris Morgan 3480 S. Camellia Pl. Chandler, AZ 85248 480-404-2499	1
California	
Gard Van Antwerp 11504 Baird Ave Northridge CA 91326 213-200-7054	1
Colorado	
Todd Carstens 757 E 20th Avenue, Suite 370-440 Denver, Colorado 80205 720-420-1210	5
Florida	
Sean Franco 554 South Crescent Drive Hollywood, FL 33021 954-558-9056	1
Keith Stopko Ryan Chiodo 11431 Venetian Lagoon Drive, Naples FL 33913 239-402-3656	1
Ryan Hardin 3215 SE 42nd Terrace Ocala, FL 34480 352-648-0614	1
Keith Stopko 12715 Wheatgrass Court Parrish, FL 34219 732-684-8645	2
Rich Whiddon 9668 Woodmont Place Windermere, FL 34786 407-235-4425	2
Georgia	
Alan Mishkoff 110 Mansell Circle, Suite 375 Roswell, GA 30075 678-500-9537	5

Kansas	
Greg Slicker 2319 West 84th Street Leawood, KS 66206 612-919-6124	2
Randy Brock Christopher Hett 1732 Lantern Lane Court Andover KS 67002 816-674-5290	1
Kentucky	
John Taylor Mari Taylor 287 Cal Avenue Bowling Green, KY 42104 270-202-5307	1
Maryland	
Keith McQuaid 5218 Tilbury Way Baltimore, MD 21212 410-925-5681	7
Massachusetts	
Robert and Liliya Frost 82 Wendell Ave., Suite 100 Pittsfield MA 01201 978-209-8817	1
Missouri	
Greg Slicker 2319 West 84th Street Leawood, KS 66206 612-919-6124	3
Nebraska	
David Vincent 7931 Lillibridge St. Lincoln, NE 68506 402-902-9555	1
North Carolina	
John C. MacMillan 206 Vista Blvd Arden NC 28704 828-707-1965	1
Keith O'Dell Jane O'Dell 4609 Myers Park Drive Durham, NC 27707 919-886-3110	6

Michael Diehl 637 W Shore Drive Swansboro NC 28584 252-646-9221	1
Justin Roche 13663 Providence Road, Suite 329 Weddington, NC 28104 704-900-4383	2
South Carolina	
John C. MacMillan 206 Vista Blvd Arden NC 28704 828-707-1965	2
Tennessee	
Dan Minninger 626 Deer Valley Drive Hixson, TN 37343 423-661-9555	1
Hal Bruen 2230 Southgate Blvd, Suite D Murfreesboro, TN 37128 615-398-4539	1
Christine and Stephen Troehler 595 Bonne Vista Drive White Pine TN 37890 513-383-8256	1
Texas	
Drake Reynolds and Richard Sanchez 11844 Bandera Road #474 Helotes, TX 78203 210-386-9441	1
Carter Gilbert 2600 E. Southlake Blvd, Suite 120-161 Southlake, TX 76092 480-340-3066	4
Virginia	
Kerry Gilbert 1245-G Cedar Rd, #221 Chesapeake, VA 23322 757-375-6408	1
Washington	
Christopher Culmore Mindy Culmore 16418 Country Club Drive, Burlington WA 98233 360-772-1656 253-468-1502	1

Franchise Agreements Signed but Outlets Not Open as of December 31, 2025

State	Name Of Franchisee	Address	Phone Number
SC	Justin Roche	13663 Providence Road, Suite 329 Weddington, NC 28104	704-900-4383

Franchisees Who Have Left the System as of December 31, 2025

State	Name of Franchisee	Address	Phone Number	Reason for Leaving
	NONE			

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the System.

EXHIBIT G

CONDITIONAL CONSENT TO TRANSFER

CONDITIONAL CONSENT TO TRANSFER AGREEMENT

THIS CONDITIONAL CONSENT TO TRANSFER AGREEMENT (the "Agreement") is made and entered into on this ___ day of _____ (the "Effective Date"), by and between GRANITE GARAGE FLOORS FRANCHISING, LLC ("GGF"), a Georgia limited liability company 17700 Saint Clair Avenue, Cleveland, OH, 44110 with a principal place of business at ("Franchisor"), _____ ("Franchisee"), an individual OR CORPORATION OR LLC with a primary residence at _____ ("Transferee") (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, a Franchise Agreement dated _____ (the "Existing Franchise Agreement"), was executed by and between Franchisee and Franchisor for the operation of a franchise location known as _____ (the "Franchise"); and

WHEREAS, each owner of Franchisee has entered into a Guaranty whereby they have personally guaranteed the performance of Franchisee's obligations under the Franchise Agreement; and

WHEREAS, Franchisee wishes to sell, assign and transfer, and Transferee wishes to buy, assume and receive, all of Franchisee's rights, obligations and assets relating to the Existing Franchise Agreement and the Franchise (collectively, the "Transfer"), as set forth in that Agreement between Franchisee and Transferee with effect as of the Transfer Date (the "Purchase Agreement"); and

WHEREAS, Franchisor has been notified of Franchisee's desire to sell the Franchise to Transferee and Franchisee has requested that Franchisor consent to the Transfer under Section _____ of said Existing Franchise Agreement, or exercise its right of first refusal; and

WHEREAS, as a condition to the Transfer, Transferee will execute Franchisor's then-current Franchise Agreement for a Franchise (collectively, the "New Franchise Agreement"), and the Existing Franchise Agreement will be terminated in accordance herewith; and

WHEREAS, Franchisor is willing to grant its consent to the proposed sale and transfer, subject to the terms and conditions in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged by each of the Parties hereto, the Parties agree as follows:

1. Condition Precedent. It is a necessary condition precedent to the performance of all obligations of all parties to this Agreement, specifically the grant of Franchisor's consent, that the Transferee and Franchisee enter into the Purchase Agreement and that they complete the Transfer on the Transfer Date. If the Transfer is not completed on the Transfer Date, or on such alternate date as agreed upon by all parties in writing, this Agreement is void and Franchisor's consent is revoked.

2. Conditions of Transfer. As a condition of Franchisor's consent, Transferee and Franchisee collectively represent and warrant the following regarding the performance of the Transfer:

A. On the Transfer Date, Franchisee will transfer either all of the stock, shares, interests or other form of equity in Franchisee ("Franchisee Equity"), or substantially all Franchisee's assets related to the operation of the Franchise, including but not limited to vehicles, facilities, equipment, inventory, uniforms, marketing materials, social media accounts, contracts, accounts receivable/payable, and customer data (the "Franchise Assets") to Transferee. As of the Transfer Date, Transferee shall either have all right, title to and interest in the Franchise Assets, or control of the Franchisee Equity.

B. [Transferee / Franchisee] shall pay to the Franchisor the Transfer Fee of **[AMOUNT]** on the Transfer Date.

C. [OPTIONAL CLAUSE] No later than [DATE], the [Transferee / Franchisee] will make improvements to the Franchise Assets as directed by Franchisor to meet Franchisor's prevailing design and branding criteria and will pay all costs, fees and expenses related to or arising out of the improvements.

D. Franchisee and Transferee acknowledge and agree that they have negotiated the Transfer without involvement by Franchisor and that, except for the preparation and execution of this Agreement for the purpose of exercising Franchisor's right to consent, Franchisor has not participated in the transaction between them and, therefore, has no knowledge of, and does not attest to, and has no obligations for, the accuracy of any representations or warranties made by or between Franchisee and Transferee in connection with this transfer.

3. Obligations and Representations. As a further condition of Franchisor's consent, Franchisee and Transferee separately represent and warrant the following:

A. Transferee Obligations and Representations. Transferee represents and warrants that:

i. Transferee has received disclosure of all franchise documents, including the New Franchise Agreement and Franchisor's FDD, and that it has reviewed and acknowledged disclosure and receipt of the same.

ii. Transferee, not later than the Transfer Date, will execute Franchisor's New Franchise Agreement and all related and ancillary documents.

iii. Transferee has complied, and will continue to comply, with all requirements of the Franchisor, including participation in training, purchasing inventory and equipment, updating fixtures and other preparations for operating the Franchise beginning on the Transfer Date, or at such other time as Transferee and Franchisor may agree.

iv. If necessary for the continued operation of the Franchise, Transferee has entered into a lease or taken assignment of an existing lease or entered into a sublease for or purchased the premises of the Franchise, effective as of the Transfer Date, and has provided evidence of such lease, sublease, assignment or purchase to the Franchisor in a form satisfactory to Franchisor. It is not the expectation of the Parties that Transferee will take possession of Franchisee's personal residence, if such residence is used as the premises of the Franchise, but rather that Transferee shall be obligated to find a new premises for the continued operation of the Franchise no later than the Transfer Date.

B. Franchisee Obligations and Representations. Franchisee represents and warrants that:

i. Franchisee agrees that the Existing Franchise Agreement will terminate as of the Transfer Date. All post-termination obligations under the Existing Franchise Agreement, and all

obligations of the Guarantors under their individual Guaranty, shall remain in full force and effect after the Transfer Date, until they expire according to their terms.

ii. Franchisee has complied, and will continue to comply, with all obligations under the Existing Franchise Agreement, including but not limited to payment of all amounts due and owing to the Franchisor, whether under the Existing Franchise Agreement or any other agreement, and, where necessary, the return of customer data and trademarked and proprietary materials to Franchisor.

iii. Franchisee is not in default of the Existing Franchise Agreement, or, to the extent Franchisee is in default, Franchisor and Franchisee have agreed in a separate writing on the resolution of such default.

iv. Franchisee has no right or title to the Trademark Assets and that it has not represented to Transferee or any other person, natural or fictitious, that it has right or title to the Trademark Assets. Franchisee has not entered into any agreement to sell or transfer the Trademark Assets. As of the Transfer Date, Franchisee will cease to identify itself or any other business it operates (excluding other Granite Garage Floors franchises owned by the Franchisee) as a current or former Granite Garage Floors franchise and will cease to use any Trademark Asset, including any Granite Garage Floors trademark, trade name or trade dress, or any colorable imitation of the same, or other indicia of a Granite Garage Floor franchise in any manner or purpose. "Trademark Assets" means all trade names, trademarks and trade dress of the Granite Garage Floors system, including the name "Granite Garage Floor" and any forms, slogans, signs, symbols, devices or other materials bearing the name "Granite Garage Floor".

v. Franchisee will continue to operate the Franchise until the Transfer Date. Franchisee shall remain obligated to pay Franchisor any amounts due and owing under the Franchise Agreement that arise on or before the Transfer Date.

vi. As of the Transfer Date, Franchisee has no security interest in the Franchise Assets or any assets related to the business of the Franchise, that are the subject of the Transfer, and no such security interest in the same will exist at any time after the Transfer Date. Franchisee waives any rights it has, had or every will have to foreclose on, levy upon or repossess the Franchise Assets or any assets related to the business of the franchise that are the subject of the Transfer.

vii. Franchisee, its officers, directors, members, principals, employees, representatives, successors and assigns, will not make any disparaging, derogatory or negative comments, statements or other communications, orally, in writing, or in any medium, to any person or organization about Franchisor or the Granite Garage Floor system or any parties or persons associated therewith, nor take any action that could have the effect of damaging the reputation of Franchisor, the Granite Garage Floor system or any parties or persons associated therewith.

4. Release. In consideration for Franchisor's consent, Franchisee, for itself, its affiliates, and its successors and assigns, hereby remises, releases and forever discharges Franchisor, its affiliates, successors and assigns, as well as the shareholders, members, principals, officers, directors, employees, attorneys, agents, heirs and executors of Franchisor, its affiliates, successors and assigns (collectively, the "Released Parties"), of and from any and all debts, demands, losses, actions, causes of action, suits, accounts, covenants, contracts, warranties, agreements, damages and any and all claims, demands and liabilities whatsoever, of every name and nature, both in law and in equity, including without limitation causes of action arising out of alleged conspiracy, violations of any contract, express or implied, any covenant of good faith and fair dealing, *quantum meruit*, or any federal, state or municipal statute, regulation or

ordinance, that the Franchisee, its affiliates, successors or assigns may now have or ever had against the Released Parties, whether under this Agreement, the Existing Franchise Agreement, or any other agreement, transaction, relationship, duty, obligation or in any other form, known and unknown, from the beginning of the world until the Transfer Date, it being the intent of the Franchisee to grant in favor of the Released Parties hereby a general release. Without otherwise limiting the generality of the foregoing release, the foregoing release will not apply to obligations of Franchisor to Franchisee specifically set forth in this Agreement.

A. [IF FRANCHISE IS IN MARYLAND] The foregoing release shall not be construed to release any of Franchisees claims or rights to claims under the Maryland Franchise Registration and Disclosure Law, if such release is in contravention of the Maryland Franchise Registration and Disclosure Law.

B. [IF FRANCHISEE IS A CALIFORNIA CORP OR DOMICILED IN CALIFORNIA] The foregoing release is intended as a general release of all claims, demands, actions, causes of action, obligations, damages and liabilities of any kind or nature whatsoever that relate to the matters recited therein, and is intended to encompass all known and unknown, foreseen and unforeseen claims which the releasing party may have against any party being released. Section 1542 of the California Civil Code provides:

> A General Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release, which if known by him might have materially affected his settlement with the debtor.

Franchisee expressly waives the provisions of Section 1542 of the California Civil Code and expressly releases each parties to be released from all liability or claims arising out of any matters recited in the release.

C. The general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

5. Franchisor Consent and Representations. Under Section _____of the Existing Franchise Agreement, the Transfer cannot take place without the consent of Franchisor. Contingent upon Franchisee's and Transferee's compliance with the terms and conditions of this Agreement, on or before 12:01 am of _____ (the "Transfer Date"), Franchisor consents, represents and warrants as follows:

A. Franchisor consents to the Transfer.

B. Franchisor waives its right of first refusal under Section _____ of the Existing Franchise Agreement.

C. Franchisor has reviewed the suitability of Transferee as a franchisee and Transferee has demonstrated to the sole satisfaction of Franchisor that the Transferee has the financial resources, character and ability to operate the Franchise.

D. Franchisor directs Franchisee to deliver to Transferee at the Transfer Date, for Transferee's use in accordance with the terms of the New Franchise Agreement, any and all physical Trademark Assets in the possession of Franchisee.

6. Singular Consent. Franchisee and Transferee acknowledge and agree that Franchisor's execution of this Agreement is not intended to provide, and will not be construed as providing, Franchisor's consent

with regard to a transfer of any right or interest under any other agreement not specifically identified herein. Such consent must be separately obtained.

7. Changed Circumstances. Franchisee and Transferee understand and acknowledge that Franchisor may, in the future, approve transfers under different terms, conditions and policies than those stated in this Agreement. Franchisor's consent and waivers of the right of first refusal under this Agreement will not be relied upon in future transactions as indicative of Franchisor's position or the conditions which might be attached to future consents or waivers of its right of first refusal.

8. Indemnification.

A. Franchisee agrees to indemnify, defend and hold harmless Franchisor, its officers, directors, principals, employees and representatives from and against any claims, losses, liabilities, costs or damages arising out of or related to a breach of any representation or warranty in this Agreement, or a breach of any obligations or provisions of this Agreement, by Franchisee, its officers, directors, members, principals, employees, representatives, successors and assigns. Without limiting the generality of the foregoing, Franchisee, jointly and severally with Transferee, agrees to indemnify, defend and hold Franchisor, its officers, directors, principals, employees, attorneys and representatives from and against any claims, losses, liabilities or damages arising out of or related to (a) the Transfer or (b) any dispute between Franchisee and Transferee regarding the Transfer.

B. Transferee agrees to indemnify, defend and hold harmless Franchisor, its officers, directors, principals, employees and representatives from and against any claims, losses, liabilities, costs or damages arising out of or related to a breach of any representation or warranty in this Agreement, or a breach of any obligations or provisions of this Agreement, by Transferee, its officers, directors, members, principals, employees, representatives, successors and assigns. Without limiting the generality of the foregoing, Transferee, jointly and severally with Franchisee, agrees to indemnify, defend and hold Franchisor, its officers, directors, principals, employees, attorneys and representatives from and against any claims, losses, liabilities or damages arising out of or related to (a) the Transfer or (b) any dispute between Transferee and Franchisee regarding the Transfer.

9. Non-Disclosure. Franchisor, Franchisee and Transferee agree to treat the existence and terms of this Agreement, the transactions contemplated hereby, and any communications, documents or agreements in connection herewith as "Confidential Information" as defined in the Existing Franchise Agreement and New Franchise Agreement, respectively, and to abide by the obligations contained in the Existing Franchise Agreement and New Franchise Agreement with respect thereto.

10. Additional Representations and Warranties. Franchisor, Franchisee and Transferee, separately and for themselves individually, represent and warrants that as of the Transfer Date: (i) it is a legal entity duly organized and validly existing under the laws of its state and/or country of incorporation, as applicable; (ii) it has the power and authority to enter into and accept the terms and conditions of this Agreement, (iii) as a corporation or limited liability company it has duly authorized its representative and that each such representative has the right and authority to enter into and to accept the terms and conditions of this Agreement on behalf of the corporation or limited liability company; and (iv) the execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of any other agreement or relationship by a party with any other party.

11. Severability. If any provision of this Agreement will be declared illegal or unenforceable, in whole or in part, for any reason whatsoever, the remaining provisions are nevertheless deemed valid and binding.

12. Waiver. The waiver by any Party of any breach or violation of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach or violation hereof.

13. Entire Understanding. This Agreement sets forth the entire understanding of the Parties for the subject matter hereof, and may be amended only by a writing signed by all Parties hereto. This Agreement will be binding upon each signatory, and their respective heirs, executors, successors and assigns.

14. Governing Law; Jurisdiction. This Agreement will be governed by the laws of the State of Ohio without application of the principles of conflicts of law. Each of the Parties hereto irrevocably consents to the personal jurisdiction of the state and federal courts of competent jurisdiction located in Cleveland, Ohio, or if venue does not lie in such courts, then a court of competent jurisdiction within Cuyahoga County, Ohio.

15. Electronic Signature. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which together shall constitute one and the same instrument. An electronic signature (whether digital or encrypted, such as one transmitted via Docusign) and/or a signature transmitted via electronic means (such as one transmitted via facsimile or in a PDF format via email) shall be effective to bind the party that transmitted the signature to the same extent as would a handwritten signature.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

FRANCHISOR:

GRANITE GARAGE FLOORS FRANCHISING, LLC

By:
Its:

FRANCHISEE:

_____ *[enter name of corporate entity]*

By:
Its:

TRANSFEREE:
_____ *[enter name of corporate entity]*

By:
Its:

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	May 5, 2026
Hawaii	April 18, 2026
Illinois	April 10, 2026
Indiana	May 1, 2026
Maryland	PENDING
Michigan	April 10, 2026
Minnesota	April 29, 2026
New York	April 28, 2026
North Dakota	April 10, 2026
Rhode Island	April 24, 2026
South Dakota	April 10, 2026
Virginia	April 28, 2026, as amended July 10, 2026
Washington	June 4, 2026
Wisconsin	April 10, 2026

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT (our copy)

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

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

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires we give you this disclosure document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If Granite Garage Floors Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit F.

The Franchisor is Granite Garage Floors Franchising, LLC, 17700 Saint Clair Avenue, Cleveland, OH, 44110, Tel. (888) 508-7686.

Franchise Seller:_____
Name/Address/Telephone Number

Issuance Date: April 10, 2026

See Exhibit F for our registered agents authorized to receive service of process.

I received a disclosure document dated April 10, 2026 that included the following Exhibits:

A. Franchise Agreement	E. State Administrators and Agents for Service of Process
B. General Release	F. List of Franchisees
C. Financial Statements and Guarantee of Performance	G. Conditional Consent to Transfer
D. Operations Manual Tables of Contents	

Date: _____ _____
(Do not leave blank) Signature of Prospective Franchisee

Print Name:

Please sign this copy of the receipt, date your signature, and return it to Granite Garage Floors Franchising, LLC, 17700 Saint Clair Avenue, Cleveland, OH, 44110, Tel. (888) 508-7686.

RECEIPT

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Name/Address/Telephone Number

Issuance Date: April 10, 2026

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A. Franchise Agreement	E. State Administrators and Agents for Service or Process
B. Additional State-Required Disclosures	F. List of Franchisees
C. Financial Statements and Guarantee of Performance	G. Conditional Consent to Transfer
D. Operations Manual Tables of Contents	

Date: _____ _____
(Do not leave blank) Signature of Prospective Franchisee

Print Name:

Please sign this copy of the receipt, date your signature and retain this copy for your records.