

FRANCHISE DISCLOSURE DOCUMENT



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SuperGlass Windshield Repair, Inc.
6220 Hazeltine National Dr., Suite 118
Orlando, FL 32822
Phone: 407-240-1920; Facsimile: 407-240-3266
info@SuperGlass.com

The Franchisee (“you”) will own and operate a franchised business known as “SuperGlass Windshield Repair” specializing in the mobile repair of damaged windshields, caused by gravel, rocks and other flying objects; the repair and refurbishment of automobile light covers; and the repair of glass from scratches and mars; each for commercial customers and individual motorists, resulting in savings for the customer over replacing the damaged glass.

The total investment necessary to begin operation of a SuperGlass Windshield Repair Unit ranges from \$37,602 to \$112,522, of which you must pay \$28,652 to \$57,922 directly to us or our affiliate.

This document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 Meghan Martin, CEO, at 6220 Hazeltine National Drive, Suite 118, Orlando, FL 32822, or at (407) 240-1920.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your 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, DC 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.

The Issuance Date of this Disclosure is: March 31, 2023.

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 C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Superglass Windshield Repair 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 Superglass Windshield Repair franchisee?	Item 20 or Exhibit C 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 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 contained in this document. To find out if your state has a registration requirement. Or to contact your state, use the agency information in Exhibit “F”.

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, arbitration and/or litigation only in Georgia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate, or litigate with the franchisor in Georgia than in your own state.
2. **Financial Condition.** The Franchisor'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.

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

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

To simplify the language in this Disclosure Document, the terms, “Franchisor”, “We”, “Us”, and “SuperGlass Windshield Repair” mean SuperGlass Windshield Repair, Inc., the franchisor (but not our officers, directors, agents, or employees). “You” or “Franchise Owner” means the person or legal entity who buys a franchise from us and may include a corporation, partnership, or limited liability company. If you are a business entity, our Franchise Agreement applies to your owners, officers, and directors. The term “Franchise” means a franchised SuperGlass Windshield Repair unit, the Franchise Agreement that you sign, and all of the franchise rights granted under the Franchise Agreement.

The Franchisor, Its Parent, Predecessor and Its Affiliates

We are a Georgia corporation, incorporated on October 22, 1992, with our headquarters and National Training Center located at 6220 Hazeltine National Dr., Suite 118, Orlando, Florida 32822. Our telephone number is (407) 240-1920. Our agent for service of process in the State of Georgia is Lawrence B. Domenico, 5605 Glenridge Dr., Suite 900, Atlanta, GA 30342; and in Florida is Meghan Martin, 6220 Hazeltine National Drive, Suite 118, Orlando, FL 32822. Our other agents for service of process are disclosed in Exhibit F. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

We have no predecessors and do not do business under any other name. We have no affiliates. We have no parents. We only offer franchises of the type offered in this Disclosure Document. From 1992 through 1998, we engaged in the same type of business being offered under this Disclosure Document. We have offered franchises of the type being offered in this Disclosure Document since 1994. As of December 31, 2022, we had 180 open and operating Franchise units in the United States.

The Business

This Disclosure Document describes a lot of things that you might want to know about owning and operating a SuperGlass Windshield Repair Unit. If and when you decide to purchase a Franchise, you will receive a complete business system for owning and operating a SuperGlass Windshield Repair Unit, which includes a license to use the name and marks associated with “SuperGlass Windshield Repair.” We also provide you with extensive services and support, such as training, consultation, continuing advice and assistance concerning the operation of the Franchise, merchandising and advertising; all of which are described in this Disclosure Document.

We offer and sell franchises for only for SuperGlass Windshield Repair Units, as described herein. We do not now, but may in the future, own or operate similar or other businesses.

SuperGlass Windshield Repair Franchise Program

We offer qualified purchasers the right to establish and operate a single location (the “Location”) within a specified Territory (the “Territory”) a SuperGlass Windshield Repair Unit. Our Franchise Agreement gives you the right to operate the SuperGlass Windshield Repair Unit under the name and mark “SuperGlass

Windshield Repair” and other marks designated by us from time to time (all referred to as the “Proprietary Marks”).

The Market and Competition

SuperGlass Windshield Repair Units specialize in the repair of automobile windshields, from damage caused by gravel, rocks and other flying objects, and the resultant savings offered to consumers by repairing windshields at a fraction of the cost of complete replacement of windshields from both fixed and mobile locations. SuperGlass Windshield Repair Units also offer other automotive services, each to (1) commercial fleets, (2) trucking firms, (3) car rental and leasing firms, and (4) insurance adjusters; advertising, sales, and marketing agents; and the public. Additionally, SuperGlass Windshield Repair Units may offer glass repair services to other commercial clients. SuperGlass Windshield Repair Units offer quality repairs, efficient service, a money-back guarantee, and flexible repair location selection.

Although windshield replacement is a competitive market, windshield repair is an established but less competitive market, especially in the commercial sector. The business is sought out by commercial enterprises year-round. SuperGlass Windshield Repair Units compete with other businesses performing similar services including other national franchise programs and other local, regional, and national service stations and car repair businesses.

Laws and Regulations

Except for state and local laws relating to automotive repair and consumer protection, we know of no specific federal or state laws relating to the operation of your Franchise. There may be laws and regulations in your state or county that apply to your operation of your Franchise. In addition to laws and regulations that apply to businesses generally, the Franchise may be subject to federal, state, and local occupational safety and health regulations, Equal Employment Opportunity and Americans with Disabilities Act rules and regulations. Some jurisdictions may choose to regulate vigorously these and other laws that may adversely affect your ability to obtain the proper permits needed in order to open your Franchise. Prior to signing the Franchise Agreement, we strongly recommend that you make sure that you will be able to obtain all permits and licenses necessary to operate your Franchise in your Territory.

ITEM 2 **BUSINESS EXPERIENCE**

Meghan Martin, Chief Executive Officer

Ms. Martin has been CEO since December 8, 2022. From July 2015 until December, 2022, Ms. Martin was the owner and operator of Rockstar Glass Repair in Orlando Florida. Ms. Martin is the daughter of our late founder, David A, Casey.

Michael Riley, President

Mr. Riley has been our President since August 19, 2022. He served as our Vice President from September 2021 until August 19, 2022. From March 2021 until September 2021, he was the lead technician for SuperGlass Orlando in Orlando Florida. From October 2020 until February 2021, he was employed by James F. McCann Landscaping, Inc. in Orlando, Florida as a crew leader and from September 2018 until September 2020 he was employed by Arena Americas in Orlando, Florida as a crew lead.

William C. Costello, Vice-President of Marketing, Secretary of the Board of Directors

Mr. Costello was employed as a windshield repairman and marketing director from 1982 to October of 1992 with Star Technology Windshield Repair in Grand Junction, CO, Boulder, CO, and Atlanta, GA. Mr. Costello has trained individuals in windshield repair business activities since 1985. Mr. Costello is responsible for setting telephone appointments with potential customers and for grand-opening assistance to our franchisees the week after pre-opening training and attending customer appointments. Mr. Costello has been employed served as our Vice-President, Secretary of the Board of Directors on a full-time basis since our inception in November 1992.

John McAuley, Chairman of the Board of Directors

John McAuley has worked with multiple automobile organizations, including Used Car Manager, and with numerous dealerships and management personnel at Manheim Auctions. He has operated a SuperGlass Franchise in St. Petersburg, Florida since April 2009. Mr. McAuley has been a member of our Board of Directors since May of 2014 and has been Chairman of the Board of Directors since January 23, 2023.

Paul Hormann, Director

Mr. Hormann has owned and operated the SuperGlass Windshield Repair franchise in Fairfax County, Virginia with Cindy Hormann since 1984. Mr. Hormann has been a shareholder since 1984 and a member of our Board of Directors since July of 1994.

Cindy Hormann, Director

Mrs. Hormann has owned and operated the SuperGlass Windshield Repair franchise in Fairfax County, Virginia with Paul Hormann since 1984. Mrs. Hormann has been a shareholder since 1984 and a member of our Board of Directors since July of 1994.

ITEM 3
LITIGATION

Franchisor has entered into a Consent Order, FIL ORG ID: 293872 with the California Department of Financial Protection and Innovation (formerly the California Department of Business Oversight) on May 30, 2020. The Department of Financial Protection and Innovation found that Franchisor had sold approximately 26 franchises in California since 1994 without a registration or exemption from registration. The Consent Order required Franchisor to pay a penalty to the Department of Financial Protection and Innovation in the amount of \$65,000, to make an offer of rescission to all of its current California franchisees, to pay restitution to former franchisees and to attend 8 hours of remedial franchise education.

Franchisor has entered into a Consent Order, Case No. 2019-0037, with the Securities Commissioner of the State of Maryland dated April 23, 2019, reimbursing the State for unpaid franchise filing fees for 2010 through 2017, and offering current and former franchisees the right to rescind their franchise agreements under specific circumstances.

Franchisor has entered into an Assurance of Voluntary Compliance, Case No. 19-AVC-F004, with the Attorney General of the State of Illinois dated August 20, 2019, reimbursing the State for unpaid franchise

filing fees for 1996 through 2019, and offering current and former franchisees the right to rescind their franchise agreements under specific circumstances.

Franchisor has entered into a Settlement Order with the Virginia State Corporation Commission in Case No. SEC-2019-00041 dated October 31, 2019. The Commissioner alleged Franchisor had sold franchises in the State of Virginia during a period in which it was not properly registered and had failed to provide Virginia Franchisees with a properly cleared FDD in conjunction with the offer and sale of the franchise. Franchisor was required to offer rescission to the current Virginia Franchisee, to pay certain sums to former Virginia Franchisees, to pay the Treasurer of Virginia \$13,000 and to not violate the Virginia Franchise Act in the future.

Franchisor has entered into a Consent Order with the State of Washington Department of Financial Institutions, Securities Division, Order No. S-19-2748-19-CO01 dated September 20, 2019, as a result of Franchisor having sold franchises in the State of Washington during a period where Franchisor was not registered in the State of Washington, in violation of the Washington Franchise Investment Protection Act. Franchisor agreed to cease and desist from offering franchises in violation of RCW 19.100.020 and to pay investigative costs of \$500.

Franchisor has entered into an Assurance of Discontinuance with the New York Attorney General, AOD # 20-013 dated February 28, 2020, as a result of Franchisor having sold franchises in the State of New York during a period where Franchisor was not registered in the State of New York, in violation of the New York State Franchise Sales Act. Franchisor agreed to offer rescission to eleven current and former franchises, to comply with the provisions of the Franchise Sales Act, and to pay investigative costs of \$9,750.

Franchisor has entered into a Consent Order with the Minnesota Department of Commerce dated March 14, 2023, as a result of Franchisor having sold franchises in the State of Minnesota during a period in which Franchisor was not registered in the State of Minnesota. Franchisor agreed to offer rescission to the one current Minnesota franchisee, to pay a civil penalty of \$3,000, to cease and desist from violating Minnesota law, and not to offer or sell a franchise in the State of Minnesota or to a Minnesota resident until it has been duly registered or exempted from registration.

Other than the items herein referenced, no litigation is required to be disclosed in this Disclosure Document.

ITEM 4 **BANKRUPTCY**

No bankruptcy information is to be disclosed in this Item.

ITEM 5 **INITIAL FEES**

Upon execution of the Franchise Agreement, you must pay to us an Initial Franchise Fee of between \$20,000 and \$40,000 based on the population of the territory as shown below. The population numbers are based on the latest U.S. Census information.

The Initial Franchise Fee paid is fully earned and non-refundable in consideration of administrative and

other expenses incurred by us in entering into the Franchise Agreement and for our lost or deferred opportunity to enter into a franchise agreement for the designated Territory with others. We may offer financing for the payment of the Initial Franchise Fee. The Initial Franchise Fee is uniform to all franchisees.

	<u>Population</u>	<u>Total Initial Franchise Fee</u>
Small Market	Up to 100,000	\$20,000
Mid-Market	100,001 to 250,000	\$30,000
Large Market	250,001-500,000+	\$40,000

You must also purchase from us, the following Start-Up package based on the size of the territory you purchase. The cost of the Start-Up Package is payable in a lump sum when you sign the Franchise Agreement and is not refundable.

Small Market: 1 set of windshield repair equipment and supplies, 1 set of scratch removal equipment and supplies, 1 set of headlight restoration equipment and supplies, 1 set of uniforms, 1 printing package, 5 days of initial training, 3 days of on-site training including all expenses of trainer. **Cost is \$8,652.**

Mid-Market: 2 sets of windshield repair equipment and supplies, 3 sets of scratch removal equipment and supplies, 2 sets of headlight restoration equipment and supplies, 2 sets of uniforms, 2 printing packages, 5 days of initial training, 3 days of on-site training including all expenses of trainer. **Cost is \$13,287.**

Large Market: 3 sets of windshield repair equipment and supplies, 3 sets of scratch removal equipment and supplies, 3 sets of headlight restoration equipment and supplies, 3 sets of uniforms, 3 printing packages, 5 days of initial training, 3 days of on-site training including all expenses of trainer. **Cost is \$17,922.**

The Initial Franchise Fee includes your copy of the Training Manual and the Operations Manual (collectively, the “Manual”) and certain other marketing and accounting materials; your comprehensive two (2) week Training Program; and our grand-opening assistance.

The Initial Franchise Fee is not refundable in whole or in part and is payable in a lump sum. Also, if you do not open your Franchise for and operate your business within 1 year from the Effective Date of the Franchise Agreement, we may terminate your Franchise and keep the Initial Franchise Fee as liquidated damages, not as a penalty.

During the last fiscal year, the franchise fees charged ranged from \$10,000 to \$53,500.

Other than the above, there are no other pre-opening payments due to Franchisor or any affiliate.

ITEM 6
OTHER FEES

Name Of Fee	Amount	Due Date	Remarks
1. Monthly Royalty	6% of Gross Revenues	By the 10 th day of the month for the immediately preceding month	The Royalty commences upon the opening of your Unit.
2. Logo, Trademark and Proprietary Items	We charge you our cost incurred for any additional materials that you request, plus a handling fee not to exceed 30%	Upon your purchase from us	We may provide you items that bear our logo, trademark and/or other proprietary items for you to use in the operation of your Franchise. We provide you with camera ready artwork and vector graphics of our logos and trademarks for you to use to develop your own promotional items.
3. Windshield Repair Equipment	We charge you our cost for any upgrades or improvements to the equipment plus a handling fee not to exceed 30%	Upon receipt of invoice	You must purchase all equipment for the operation of your Franchise from us and pay us the invoiced amount per the terms of the invoice. We provide you with the Windshield Repair Equipment necessary to operate your Franchise. Upgrades and improvements are not required, as long as the Equipment remains in working order.
4. Windshield Repair Chemicals	We charge you our cost, currently at \$34 per bottle, plus a handling fee not to exceed 30%	Upon receipt of invoice	You must purchase all repair chemicals used in the operation of your Franchise from us and pay us the invoiced amount per the terms of the invoice.
5. Printed Items	We charge you our cost incurred for any additional materials that you request, plus a handling fee not to exceed 30%	Upon receipt of invoice	After the initial printed items included as part of the Initial Franchise Package, you may download and print forms from our on-line Operations Manual at no cost to you and order additional business cards, invoices, letterhead, envelopes, and brochures directly from our approved printer.

Name Of Fee	Amount	Due Date	Remarks
6. Internet and Social Media Development and Maintenance Fees	No charge in the first year. \$119.40 per year for each successive year thereafter in which we maintain your Internet website.	Upon receipt of invoice	Only we may develop your Internet website and social media pages, in which case, you will pay us a flat fee of \$119.40 for each year after the first year in which we develop, manage, and maintain such site(s). You are not required to engage in Internet marketing or social media.
7. Late Payment	\$100 per month in which any past-due amount remains outstanding, plus 1½% interest per month or maximum allowed by law	When payment is overdue	You must pay this late fee and interest on any unpaid balance to us or any affiliate.
8. Failure to Cure Penalty	\$100 per incident	When you make any operational or other procedural violation of the Franchise Agreement	You must pay this fee immediately upon demand to us.
9. Additional Training, Assistance & Refresher Training	\$350 per 6-hour day per person, plus \$59 per day per diem, plus all costs and out of pocket expenses incurred by you	Before or at the time of Additional Training, Assistance or Refresher Training begins	If we require or you request Additional Training, you must pay us this fee per trainer per day, plus per diem if we provide Training at your location which is located more than 25 miles from our National Training Center.
10. Renewal	25% of then-current Initial Franchise Fee	Upon signing new Franchise Agreement	You must pay us this fee if you renew your Franchise.
11. Transfer	50% of the then-current initial franchise fee for a comparable territory	Before transfer is effective	You must pay us this amount upon submitting to us your request to transfer. This amount is non-refundable even if you do not transfer.
12. Attorney Fees and Costs	Actual fees and costs	After adjudication of legal matter	You must pay us legal fees that we incur in enforcing the terms of the Franchise Agreement if you fail to comply.

Name Of Fee	Amount	Due Date	Remarks
13. Supplier Approval	Actual costs of supplier Approval, estimated at \$100/hour for 5 hours, plus actual costs and expenses incurred (including postage, shipping, cost of product evaluated, etc.)	Upon receipt of bill	We may charge you a fee for reviewing a proposed supplier. If we determine that it is necessary to inspect the supplier's facilities or conduct tests, we will require you or the supplier to pay our actual costs incurred for such inspection and testing.
14. Audit Costs	Actual costs of audit plus 12% interest on amount of overdue monies	Upon receipt of bill	If we audit your business and finds that you have under-reported Gross Revenues by 3% or more, or the audit is caused by your failure to provide certain supporting records, etc. to us, then you must pay a late fee and all costs and expenses of the audit.
15. Relocation Expenses	Actual costs incurred	Upon receipt of bill	In addition to your costs incurred for relocation, you must reimburse us for all legal fees and other costs incurred by us in approving and preparing documentation to approve any such relocation.
16. Indemnification	Actual costs of indemnifications	Upon receipt of bill	You must reimburse us if we are held liable for claims arising from your Franchise operations.
17. Refurbishing	Will vary under the circumstances – for vehicles, this could include paint and body work or mechanical work from \$300 to \$5,000, or a new vehicle from \$5,000 to \$40,000; for a physical premise, this could include updating the interior appearance from \$200 to \$2,000	As incurred	You must refurbish, including updating color schemes, signage, uniforms, etc. within 3 months of written notice from us.

Name Of Fee	Amount	Due Date	Remarks
18. Inspections	Costs of inspection, plus expenses, calculated at our rate of \$50/hour, plus travel, lodging, and meals	Immediately upon invoice	If we must make 2 inspections due to your repeated or continuing failure to comply with your Franchise Agreement, you must pay all costs and expenses of all future inspections for the later of 12 consecutive months or until you obtain a satisfactory inspection.

*Except as otherwise specified, all amounts payable to us, or any affiliate are not refundable and are uniformly imposed and collected. Amounts payable to third parties usually are not refundable but are governed by any agreement with the third parties.

(Note: numbers correspond to category of expenditure from above)

1. Royalty. You will calculate Royalties and pay us from the date on which you open your Franchise.

“Gross Revenues” is the amount of all receipts for the sale of any products or services at the Unit and income of every other kind and nature related to the Franchise, whether for products or services, cash, exchange, credit, or barter, regardless of collection in a case of credit, less any refunds; provided, however, that Gross Revenues shall not include any sales taxes or other taxes collected and actually paid by you to the appropriate taxing authority.

2. Logo, Trademark and Proprietary Items. We may require you to purchase any item used in the operation of your Franchise from or through us or an approved supplier if it bears our Logo(s), Trademark(s) or is otherwise a proprietary item of ours.

4. Windshield Repair Chemicals and resins must be purchased from us. You also have the ability to purchase abrasives that we offer for sale for scratch removal and glass and headlight lens repair from us or from a supplier that we approve.

7. The highest interest rate permitted in California is 10% annually.

8. Violation. If we inspect your Franchise and find an operational violation, specifically including, but not necessarily limited to, unauthorized use of logo, trademark and/or proprietary items, improper uniforms, use of unauthorized products, etc., we may charge you \$100 per violation. If you do not cure a procedural violation of the Franchise Agreement or the Manual within 5 days of notice from us or an affiliate (if applicable), you must pay a penalty of \$100 per incident.

9. Additional Training, Assistance and Refresher Training. If you want to send additional persons to Initial Training, we will permit such training on a space-available basis. You may also request Additional or Refresher Training at any time during the Term of your Franchise. If we find that you are not in compliance with the operation of your Franchise and believe that Additional or Refresher Training may be an appropriate remedy, then we may require such Training. We may charge a fee, based upon a daily per diem charge as outlined in the Manual and the costs involved in such training. We also reserve the right to charge per diem charges for other Training. You are responsible for all out-of-pocket expenses (including meals,

lodging and travel costs, if any) incurred by you and any representative or employee involved in such additional training, assistance, or refresher training.

10. The cost estimates provided are based upon the time that we would expect to take in reviewing the request to use an alternative supplier.

17. As we do not require you to maintain a physical office, refurbishing costs may vary. Typically, we only ask that you use a vehicle that is safe, reliable, and which bears a professional appearance. The actual make, model, or age of the vehicle is not a determining factor. The range provided is based solely upon estimates.

18. We do not intend to conduct physical inspections of your Franchise unless we receive complaints from clients or third parties regarding some matter which relates to an aspect subject to inspection. Also, as we do not require you to maintain a physical office, we do not conduct inspections in the ordinary course of business. The range provided is based solely upon estimates.

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*
1. Initial Franchise Fee	\$20,000-\$40,000	Lump Sum	Signing Franchise Agreement	Us
2. Start-Up Package	\$8,652 - \$17,922	Per Invoice	Prior to commencing business	Us
3. Optional Vehicle Wrap and Signage	\$0-\$500	As Arranged	Prior to commencing business	Us and Vendors
4. Vehicle	\$1,000-\$30,000	As Incurred	As Incurred	Vendor
5. Computer Hardware and Software and Maintenance and Subscriptions	\$1,000-\$5,000	As Incurred	As Incurred	Vendors
6. Office Supplies	\$100-\$500	As Incurred	As Incurred	Vendors
7. Telephone with Voicemail	\$100-\$1,000	As Incurred	As Arranged	Vendors
8. Optional Printed Materials	\$0-\$100	As Incurred	As Arranged	Us and Vendors
9. Pre-Opening Salaries	\$500-\$1,000	As Incurred	As Incurred	Employees
10. Training Expenses	\$200-\$1,000	As Incurred	As Incurred	Third Party Service Providers or Us
11. Insurance	\$1,000-\$3,000	As Incurred	As Incurred	Insurance Company

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made*
12. Lease	\$0 - \$1,000	As Incurred	As Incurred	Landlord
13. Permits, Licenses & Fees	\$50-\$500	As Incurred	As Incurred	Government Agencies
14. Legal & Accounting Fees	\$1,000-\$5,000	As Incurred	As Incurred	Attorney & Accountant
15. Additional Funds/ Working Capital	\$4,000- \$6,000	As Incurred	As Incurred	Vendors
16. Total	\$37,602 - \$112,522			

*Except as otherwise specified, all amounts payable to us, or any affiliate are not refundable. Amounts payable to third parties usually are not refundable but are governed by any agreement with the third parties.

(Note: numbers correspond to category of expenditure from above)

1. You must pay us the entire Initial Franchise Fee when you sign your Franchise Agreement.
2. Initial equipment, supplies and inventory consist of various miscellaneous supplies. This estimate varies depending on the size of your Territory. This estimate is for the first 30 days of operations. The Initial Equipment, Supplies, and Inventory Package consists of all vehicle signage, print materials, uniforms, repair equipment and repair chemicals that we require you to have to commence operations of your Franchise.
3. Although not required, you may also procure vehicle wrap or covering and interior and exterior signs. Although you must acquire certain vehicle signage from us, you are not required to purchase all signage, nor any vehicle wrap through or from us. We must pre-approve all signs prior to purchase.
4. You may procure and use a used or new vehicle if needed, in the operation of your Franchise, as long as the vehicle meets our minimum requirements as set forth in the Manual.
5. We have no requirements as to your office computer system and hardware supplier. We have no requirements as to your software provider. We do require that you procure, maintain and use a tablet which you will use to electronically invoice your customers and recommend that you use Quickbooks as your financial management system. We also recommend that you maintain a laptop or desktop computer with one-year support; a combination printer/scanner/facsimile machine; and Internet access. You will be required to use software that is compatible with ours for your electronic invoicing.
6. Office supplies consist of items such as a calendar, file folders, scissors, pens, paper, staplers, binding clips, tape, and paper clips that we do not provide to you. We provide an initial supply of invoices, letterhead, envelopes as part of our Initial Equipment, Supplies and Inventory Package.
7. This system, if needed, requires at least 1 telephone line with voicemail service.
8. Although we provide you with all printed materials necessary to commence operation of your Franchise

as a part of the Initial Equipment, Supplies and Inventory Package, you may elect to print fliers, banners, or other Additional items.

9. These estimates assume that you will not be paid a salary as owner/manager during training.

10. While initial training is included in your Initial Franchise Fee for one individual, you must pay transportation to and from our training site and for lodging and food during the time of training for you and any employee, representative or agent. We estimate costs of \$200 to \$500 per day, per person, for lodging, food, and other miscellaneous expenses, plus travel expenses.

11. You are required to maintain certain minimum insurance in the operation of your franchise, including workers' compensation, general liability, product liability, theft, vandalism, business interruption and vehicle liability. The estimates provided are for annual premiums.

12. You may need a small home or remote office with certain equipment that may consist of a desk, office chair, computer, printer, file cabinet, bookcase, etc. You are not required to lease a commercial location.

13. You must obtain the proper business licenses on a yearly basis from the local government agency(ies) requiring such licenses.

14. You may pay legal fees for an attorney to help form a business entity for your Franchise, review the franchise agreement, review any lease, or purchase agreements and in some cases assist you with obtaining licenses. You may also need an accounting service to assist in the set up and preparation of an accounting system.

15. The estimate of additional funds is based on our review and analysis of other franchisees' operation of a SuperGlass Windshield Repair franchise over the past 15 years. The estimate is calculated for an owner-operated business for the first 60 days of operation and does not include any allowance for an owner's draw.

ITEM 8 **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

Approved Suppliers

You must purchase and procure specified products, equipment, inventory, signage, and proprietary items required for the operation of your Franchise solely from suppliers (including distributors, manufacturers and other sources) approved in writing by us, as set forth in the Manual. We maintain written lists of approved items of equipment, inventory, and supplies (by brand name and/or by standards and specifications) and lists of approved suppliers for those items. We update our lists from time to time and issue the updated lists to our Franchisees.

We will furnish our standards and specifications, including our criteria for supplier approval, to Franchisees upon request, but only on a confidential basis. We list all such suppliers and approved vendors in the Manual, which you must always follow, even as we modify the Manual from time to time.

If you want to purchase any items from an unapproved supplier, you or the supplier must submit to us a written request for written approval. We will consider all relevant factors in such approval request, including the quality of goods and services, capacity and financial condition of the supplier, terms and other

requirements consistent with other supplier relationships. We may inspect the supplier's facilities and require that the supplier deliver or made available to us or our designee samples for testing. You or the proposed supplier shall pay to us in advance all of our costs in regard to inspecting the supplier, its facilities and the items involved. We estimate our costs at being 5 hours at a rate of \$100 per hour, plus actual costs and expenses incurred (including postage, shipping, cost of product evaluated, etc.)

We will normally notify the supplier and/or you of our decision within a commercially reasonable time after a request, but no later than within 30 days after we receive all requested information from you and the supplier. We may from time to time re-inspect the facilities and products of any previously approved supplier at your expense or the expense of such supplier. We may revoke our approval if the supplier fails to meet any of our standards and specifications at any time.

Specifications and Standards

When you open your Franchise for business, you must stock the initial inventory of products and supplies required by us as outlined in the Manual, or otherwise in writing. After you open your Franchise, you must stock and maintain all types of approved products in quantities sufficient to meet reasonably anticipated customer demands. (Franchise Agreement § VIII, Manual)

We establish specifications to provide standards for performance, durability, design and appearance. We will notify you whenever we establish or revise any of our standards or specifications, or if we designate approved suppliers for products, equipment, or services. (Franchise Agreement § VIII)

We may choose to negotiate purchase agreements for certain equipment or supplies. You may purchase such equipment or supplies from such designated suppliers or from any approved supplier on such terms as you negotiate. The Manual contains details relating to such purchases. (Franchise Agreement §§ IV, VIII, X, XV, XVII)

We nor any of our officers own any interest in any third-party supplier.

Insurance Specifications

Before you open your Franchise, you must obtain certain minimum insurance coverage, naming us as an additional insured. We may increase these limits or have new types of coverage added at any time after giving you notice. You must maintain this insurance coverage during the entire term of the Franchise Agreement from a responsible carrier with an A+ rating. Our current insurance requirements are as follows:

1. Commercial General Liability
Limit of Liability \$2,000,000 per occurrence

2. Worker's Compensation
Statutory as and only to the extent required by State Law

3. Automobile Liability
Limit of Liability \$1,000,000
Uninsured Motorists \$100,000
Hired and Non-owned \$1,000,000

Advertising Specifications

You must obtain our approval before you use any advertising and promotional materials, signs, forms, and stationary unless we have prepared or approved them during the 12 months prior to their proposed use. You must acquire and/or purchase certain advertising and promotional materials, brochures, fliers, forms, business cards and letterhead from us or approved vendors only. Further, you may not engage in any advertising of your Franchise unless we have previously approved the medium, content and method. (Franchise Agreement § XI)

Required Purchases from Us before Opening

We are currently the only approved supplier of certain materials needed to open the Franchise. We do have certain of our proprietary products and equipment produced or manufactured by a third party; however, you must order all such items from us. These items include the following:

Equipment, Supplies and Inventory Package – We will sell you the Initial Equipment, Supplies and Inventory Package for the Franchise, consisting of windshield repair equipment, repair chemicals, printed materials, uniforms, vehicle signage (but not vehicle wrap), and certain ancillary supplies necessary to operate your Franchise. Computers, computer “pads”, telephones and related electronic equipment and vehicles are not included in the equipment package. We may charge a reasonable fee for purchase and handling. (FDD Items 5, 7; Franchise Agreement §§ VII, VIII, X)

We may also require you to purchase any additional items with our logo from or through us. We reserve the right to become the exclusive provider of certain additional products or services needed to open the Franchise. (Franchise Agreement §§ VII, VIII, X)

Required Purchases from Us after Opening

Except for the specified logo items, equipment, chemicals, resins, and signage used in the operation of your Franchise that you must purchase or acquire from us, you are not currently required to purchase any other products or services exclusively from us after you open your Franchise; however, we reserve the right to become the exclusive provider of certain additional products or services needed to operate the Franchise. (Franchise Agreement §§ VII, VIII, X)

Required Purchases from Vendors other than Us

You must purchase certain products or services, prior to and after opening the Franchise from approved suppliers.

We reserve the right to require you to purchase additional items from designated sources in the future. We will designate such requirements in the Manual. (Franchise Agreement §§ VII, VIII, X)

Sales to and Purchases by Franchisees

The total Gross Revenues for our fiscal year ending 2022 was \$803,472. We received \$248,018 as a result of the sale of products, supplies, and equipment to our Franchisees in the 2022 calendar year. The percentage of our revenue derived from required purchases from us by Franchisees is 31%. We have no affiliate who sells any required items to Franchisees.

You must purchase or lease equipment, products, materials and related supplies that meet our minimum standards and specifications or are from suppliers that we approve. The cost of required purchases and leases in accordance with our specifications is approximately 36% to 57 % of your total purchase in connection with the establishment of your franchise and approximately 3% in operating the franchised business.

Rebates

The total rebates received by us and any affiliate for sales made to franchisees in 2022 were \$0. We do negotiate purchase arrangements for your benefit. We do not provide any material benefit to you based on your use of approved suppliers. We have no purchasing or distribution cooperatives but reserve the right to create them in the future.

Records

All of your bookkeeping and accounting records, financial statements, and all reports you submit to us must conform to our requirements.

Negotiated Prices

We do negotiate purchase arrangements with certain vendors or supplies that you must purchase for the operation of your Franchise.

Material Benefits

We do not provide any benefit to a franchisee based upon a franchisee's purchase of any particular products or services or use of particular suppliers.

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ITEM 9

FRANCHISEE'S OBLIGATION

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	Item in Disclosure Document
a. Site selection and acquisition/lease	II, VII	Item 11
b. Pre-opening purchases/leases	VII, VIII	Items 5, 7 and 8
c. Site Development and other pre-opening requirements	VII, VIII	Items 7, 8 and 11
d. Initial and on-going training	IV, V	Item 11
e. Opening	VIII, IX	Item 11
f. Fees	VI	Items 5, 6 and 7
g. Compliance with standards and policies/ Training Manual/Operations Manual	I, IV, X, XV, XVIII	Items 1, 11 and 16
h. Trademarks and proprietary information	I, XVI, XVII, XVIII	Items 13 and 14
i. Restrictions on products/services offered	VIII, X	Items 8 and 16
j. Warranty and customer service requirements	I, X, XV	None
k. Territorial development and sales quotas	I, II	None
l. On-going product/service purchases	VIII, X	Item 8
m. Maintenance, appearance, and remodeling requirements	VII, X	Items 7 and 10
n. Insurance	XIV	Item 7
o. Advertising	XI	Items 6, 7 and 11
p. Indemnification	XXVI	None
q. Owners' participation, management and staffing	X	Items 11 and 15
r. Records and reports	XII	Item 11
s. Inspections and audits	XV	Item 11
t. Transfer	XIX	Items 6 and 17
u. Renewal	III	Items 6 and 17
v. Post-termination obligations	XXII	Item 17
w. Non-competition covenants	XVIII	Item 17
x. Dispute resolution	XXVI	Item 17
y. Guaranty of Franchise Owner's Obligations	XII	Exhibit 3 to Franchise Agreement

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee any notes, lease, or obligation.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we need not provide any assistance to you.

Pre-Opening Assistance

Before opening your Franchise, we shall assist you in the following:

Provide standards for location and guidance in the selection of the type and location of your Franchise; identifying the equipment, materials and supplies necessary for your Franchise to begin operations, including the minimum standards and specifications that must be satisfied and the suppliers from whom you may purchase or lease these items; conducting initial training of you and your employees, at time and locations designated by us; and providing advice and guidance in preparing to open the Franchise, including standards and procedures for obtaining Supplies, providing approved services, and operating the business. (Franchise Agreement §§ IV, V)

Provide you with the required equipment, supplies and inventory that we supply no later than your grand opening. All items that we supply and that our designated, approved suppliers provide are shipped directly to you after you place and remit payment for the order(s). You may elect how you receive required equipment suppliers and inventory which you are not required to purchase from us or approved suppliers. (Franchise Agreement § IV)

During the time that Franchisee is attending Franchisor's pre-opening training program, Franchisor will contact potential customers in Franchisee's territory to introduce the services and to set up sales appointments for Franchisee following the conclusion of training. During the three (3) days of pre-opening on-site assistance, Franchisor's representative will accompany Franchisee on those sales appointments. (Franchise Agreement § IV)

We do not assist you in locating or negotiating the purchase or lease of a site. We do not generally own or lease or sublease any site to our franchisees. You are not required to maintain or procure a physical site, but are required to have a business address, which may be your home address. If you do identify a physical site, we do have the right to approve it. Our only requirement is that it appears professional. We have the final decision in whether you may use a particular site. We will notify you of our approval or disapproval of any site within 5 business days of our receipt of notice. If you do not use your home address or a post office box as your Franchise address, then if a particular physical site that you select and propose does not meet with our approval, and we are unable to agree on an alternate physical site, then we may terminate your Franchise Agreement, and you will forfeit all amounts paid to us. (Franchise Agreement §§ IV, VII)

We do not assist you in comply with any local ordinances, laws, and statutes governing your Franchise

premises. (Franchise Agreement § X) We do not assist you in constructing, remodeling, or decorating the premises. (Franchise Agreement § VII)

We do not assist you in hiring any employees but will train employees in the performance of windshield repair in conformity with our requirements. (Franchise Agreement §§ IV, V)

We supply you, either directly or through our designated suppliers, with the necessary windshield repair equipment, supplies, and inventory to commence operations, but not necessarily with other equipment (computer, telephone, vehicle); signage (including vehicle wrap), and ancillary supplies (cleaning supplies, paper products, writing implements) We do not have any requirements for the equipment, supplies, and inventory that we do not supply, except that they serve the purpose intended and are reliable, safe, and appear professional. We do not install any items. (Franchise Agreement §§ IV, VIII)

Post-Opening Assistance

After you open your Franchise, we shall assist you in the following:

Provide access to continuing courses of training, at times and locations designated by us; inspecting and evaluating the Franchise, as we deem advisable; updating lists of approved items of equipment, inventory, and supplies (by brand name and/or by standards and specifications) and lists of approved suppliers for those items; and providing periodic advice and guidance through meetings, printed materials and/or other media, as we make available to all franchisees from time to time. (Franchise Agreement §§ IV, V)

Franchisor may, at Franchisee's expense, provide Franchisee with a post-opening management and technical training program in the operation of the Franchise depending on Covid-19 and related travel restrictions. The Post-Opening training is a three (3) day assistance program, in Franchisee's Territory subsequent to Franchisee successfully completing pre-opening training and commencing business. Franchisor or Franchisor's designated agent shall consult with, assist and accompany Franchisee during the first three (3) days of Franchisee's operations. (Franchise Agreement §IV)

Sources of Supply

Although we are not required to perform such services under the Franchise Agreement, we may seek to enhance the growth and performance of the Franchise System by doing the following:

Searching for more cost-efficient sources of supply to endeavor to purchase supplies and inventory at reduced prices; endeavoring to maintain an inventory of promotional materials at reasonable costs; performing periodic quality control visits to franchises to inspect operations, to make recommendations to correct deficiencies, and to improve techniques and enhance efficiency; and continually evolving to meet changing consumer demands and market conditions. (Franchise Agreement §§ IV, V, XVII)

Franchisor may advise Franchisee from time-to-time concerning suggested retail prices. Franchisor and Franchisee agree that any list or schedule of prices furnished to Franchisee by Franchisor is a recommendation only and is not to be construed as mandatory upon Franchisee. Nothing contained herein shall be deemed a representation by Franchisor that the use of Franchisor's suggested prices will optimize profits. (Franchise Agreement §IV (I))

Marketing Programs

You may develop marketing materials for your own use at your own cost; however, you may not use any marketing materials unless we approve them, in advance, in writing. (Franchise Agreement § IV, XI). We maintain a commitment to our franchisees and provide marketing assistance in the form of new appointments with new customers, as we are able. We have no obligation to conduct any advertising or marketing for you or on behalf of our franchisees.

We do not have, and you have no obligations to contribute to an advertising fund.

Local Advertising Expenditures

You are not required to spend any minimum amount on local marketing; however, you will need to actively solicit commercial businesses to generate revenues for your Franchise.

We do not have an advertising cooperative and have no plans on forming one.

We do not have any type of Franchise Owner Advertising Council or advertising Co-op and have no plans to form one.

Confidential Training Manual and Operations Manual

You must always follow the requirements set forth in the Manual, as prepared by us. We may also revise or supplement the Manual in our sole discretion. You must always follow the Manual, even when revised or supplemented by us. We will provide you with all such revisions or supplements to the Manual in writing prior to their required use. (Franchise Agreement §§ I, II, X)

Time to Opening

The typical length of time between signing the Franchise Agreement and opening for business is 3 to 6 weeks. Factors that affect the length of time it takes you to open your Franchise include your ability to obtain a lease (if any), financing and permits; compliance with local ordinances and restrictions; construction of the leasehold improvements; availability, delivery, and installation (as applicable) of signs and equipment; and completion of required training.

You must open the Franchise within 6 months after signing the Franchise Agreement. If you do not complete Initial Training and open your Franchise within that time period, then we can terminate the Franchise Agreement and keep the entire Initial Franchise Fee as liquidated damages, not as a penalty. (FDD Item 5, Franchise Agreement §§ VII, IX)

Computer Requirements

We recommend that you procure a laptop, desktop, or tablet computer with Internet connection; combination printer/scanner/facsimile; and applicable computer-related accessories, peripherals, and equipment (the "Computer System"). We also recommend that you use the latest version of QuickBooks or QuickBooks Pro and maintain anti-virus software. You should use the Computer System for general correspondence, electronic mail, generating financial reports, and bookkeeping and accounting.

The cost for procuring the required equipment is approximately \$1,000 to \$5,000, which includes the annual cost of upgrades or updates of \$300 and the annual cost of maintenance and subscriptions of approximately \$265.

We may in the future establish different sales reporting systems, as we consider appropriate for the accurate and expeditious reporting of Gross Revenues and other financial information. In such event, you must fully cooperate with us in implementing any such system and equipping the Franchise with such devices as we may require. Although we currently have no obligation as to what type of hardware and software you use or your acquisition of any maintenance of subscriptions, we may require these in the future. We will not require you to upgrade or update any hardware or software more than once in any calendar year. (FDD Items 7 and 8, Franchise Agreement §§ VI, VIII, X, XII, XV)

You must always give us full access to your Computer System and the software and data stored therein and thereupon. We do not regularly download or poll your information but reserve the right to do so in the future. There are no limits or contractual limits imposed upon our access to a franchisee's computer information on any computer used in the operation of the Franchise.

Operations Manual

We maintain and require that you maintain the confidentiality of our Operations Manual.

Our Training Manual for Windshield Repair consists of 30 pages; our Training Manual for Scratch Removal from Glass consists of 13 pages; our Training Manual for Headlight Lens & Acrylic Repair consists of 14 pages; and our Operations Manual Consists of 21 pages. A copy of the Table of Contents of our Operations Manual and each section of our Training Manual are attached hereto as Exhibit E.

Training Programs

Management Training: We provide our initial franchise management training program at no additional charge for (1) each individual Franchise Owner, if a sole proprietorship or partnership; or (2) one principal of a business entity Franchisee. Before opening for business, at least one individual must attend and complete the initial franchise management training program to our satisfaction. You may designate an approved manager to attend and complete the management training program; however, a fully trained and approved individual must always be employed by or owner of the Franchised business. If you (or your agent) do not complete our training program to our satisfaction or if we determine that you are not fit to represent our brand, then our conditional offer to you of a franchise will be revoked and we will keep all fees paid by you to us.

You may have any number of Franchise Owners and Franchise employees attend training, but you must pay us for all additional parties being trained other than up to 2 owners or one principal of the Franchise.

We typically conduct our initial franchise management training program at our National Training Center in Orlando, Florida, but may select another location. You will use our Manual and other written materials developed by us and our approved vendors during the initial franchise management training program. You must all successfully complete the initial franchise management training program prior to opening your Franchise.

Technician Training: We also require formal training to train windshield repair technicians. We provide

technical training of those individuals designated by you as “technicians” at our National Training Center. Trainees will use our Manual and other written materials developed by us and our approved vendors during the technical training program. Technicians must all successfully complete the technical training program prior to opening your Franchise and all of your windshield repair technicians must successfully complete our technical training program.

We have also developed a special program for training senior technicians, who may train new technicians. Each technician who successfully completes the technical training program and who has worked full-time as a windshield repair technician for at least 6 months may apply. This training is not included in the Initial Franchise Fee and is not required by you.

We charge tuition or fees for each training program. The Initial Franchise Fee includes our fees for the pre-opening training, as explained in this Item. You must pay us for any additional trainees not included as part of the Initial Franchise Fee and for all additional training provided during the term of your Franchise Agreement. You are also responsible for all transportation and living expenses incurred by you and all employees in attending each training program.

At this time Franchisor has no plans to provide or require Franchisees to attend additional training programs and/or refresher courses. However, we do hold an annual convention, at which attendance is encouraged, and offer workshops in windshield repair and related technologies.

Meghan Martin and Michael Riley direct training and may participate directly and indirectly, in training. Meghan was trained in windshield repair and technician training in 2004 by the founder of the company, David Casey and is an NWRA Certified Repairperson. She was employed by the SuperGlass Orlando franchise, performing repairs and marketing to obtain new customers and employed by SuperGlass, Inc. in varying administrative roles. Meghan also owned and operated her own windshield repair franchise for 7 years. Michael was employed by the SuperGlass Orlando franchise in 2021, running and expanding the business prior to becoming employed by SuperGlass Inc.

Scratch removal training will be provided by Eric Linson or Reginald Oates. Eric Linson is our Senior Scratch Removal Trainer and has worked at SuperGlass since 2010 assembling virtually every part of our windshield repair equipment. Eric also provides scratch removal and windshield repair services for customers in the Central Florida area. Reggie Oates owns and operates the SuperGlass franchises in Ocala and St. Petersburg, Florida and has been working on glass since 2009. He specializes in scratch removal on automotive and architectural glass and acrylic.

We may have other employees and other existing franchise owners provide training to new franchise owners and their employees. We are flexible in scheduling training to accommodate our personnel and our franchisees. You must complete training in a manner so as to open your Franchise for business within 6 months of signing your Franchise Agreement.

MANAGEMENT TRAINING

SUBJECT	CLASS-ROOM HOURS	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction to SuperGlass Franchises The Franchisor Business Philosophy Franchisee Relationship	.50	0	SuperGlass Training Center
The Business Plan/Funds Required and their Use	.20	0	SuperGlass Training Center
Hiring Experts	.20	0	SuperGlass Training Center
Ordering Equipment, Furniture, Inventory & Supplies	.20	0	SuperGlass Training Center
Routing and Logistics	.60	0	SuperGlass Training Center
Marketing/Marketing Support	1.5	0	SuperGlass Training Center
Payments to Franchisor/Others	.30	0	SuperGlass Training Center
Bookkeeping, Filing and Records Reports Accounting Tax Reporting and Filing Payroll	1.0	0	SuperGlass Training Center
Insurance	.50	0	SuperGlass Training Center
Training in Technical Aspects/Maintaining Equipment	33.0	0	SuperGlass Training Center
Daily Operations Daily Operations Procedures Inventory & Supplies Invoicing Robbery, fire prevention, sanitation & safety Cleaning & Maintenance General management	1.0	0	SuperGlass Training Center
Testing	1.0	0	SuperGlass Training Center
Field Training	0	24	Franchisee's Territory
TOTAL	40	24	

TECHNICAL TRAINING*

SUBJECT	CLASSROOM HOURS	HOURS OF ON-THE-JOB TRAINING	LOCATION
Introduction to SuperGlass	.50	0	SuperGlass Training Center
Customer relations	.50	0	SuperGlass Training Center
Accepting payments	.50	0	SuperGlass Training Center
Technical Training/ Maintaining Equipment	33.0	0	SuperGlass Training Center
Testing	1.0	0	SuperGlass Training Center
TOTAL	35.5	0	

*The times set forth in Technical Training are included in the Management Training, so that all management trainees receive Technical Training.

We may require any other of your principal(s) or employee(s) to attend and satisfactorily complete all or any portion of the training programs at a later date in our discretion. We also may offer additional or refresher training courses from time-to-time. Some of these courses may be mandatory and some may be optional. We may conduct these courses at our headquarters or at any other location selected by us.

You and/or your employees are responsible for all out-of-pocket expenses in connection with all training programs, including costs and expenses of transportation, lodging, meals, wages and employee benefits. We reserve the right to impose reasonable charges for training classes and materials in connection with refresher or additional training courses. We will notify you of any charges before you or your employees enroll in a course.

All classes are scheduled by advance written notice to our franchisees. We will include class cancellation policies in the written notice of class schedules.

You must ensure that all subsequent managers and employees are trained in the System and that you use our Systems and procedures at your Franchise. We may audit, inspect, and visit your franchise location at any time to ensure compliance with our systems and procedures. (Franchise Agreement §§ V, IX, X, XV)

Item 12

TERRITORY

The Franchise Agreement grants you the right to operate a SuperGlass Franchise of the type designated and only at and from the Approved Location. You must operate from an Approved Location, subject to our approval. You may not relocate the Franchise without our prior, written approval. We will grant approval if you are in compliance with the Franchise Agreement, you have paid all amounts owed to us and any affiliates (if applicable), and the proposed location meets our site selection criteria. We may, if we wish, inspect your proposed new Location. You must pay to us our costs incurred due to your relocation.

We grant you an exclusive territory. Your Exclusive Territory will encompass an area containing a population of up to 100,000 people for a for an Initial Franchise Fee of \$20,000; up to 250,000 people for an Initial Franchise Fee of \$30,000; and over 250,000 for an Initial Franchise Fee of \$40,000.

As long as you are in compliance with your Franchise Agreement, we will not operate or grant franchises for a similar or competitive business within your Territory. (Franchise Agreement § II) The Exclusive Territory that we grant to you is not dependent upon achieving any sales volumes, market penetration, or any other contingency.

You may not solicit customers from outside your Territory without our prior, written approval. If you accept solicited customers from outside your Territory without our prior, written consent, and they are located in the Territory of another SuperGlass franchise owner, then we may require you send all of the Gross Revenues derived from the solicited business to the franchisee who owns such Territory. You may accept business within your Territory resulting from referrals or unsolicited inquiries from customers outside your Territory. You may not accept business or perform any services outside of your Territory.

As we do not conduct the type of business operated by our franchisees, we will not solicit or conduct business within your Territory for ourselves or for any other franchisee.

The Franchise Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises within or outside of the Territory. You do not have to achieve any minimum sales quotas, market penetrations or other contingencies to keep your Territory, but do to renew. You maintain rights to your Territory even if the population increases.

Although we have not done so, we may sell products or services under the Proprietary Marks within and outside your Territory through any method of distribution other than a dedicated franchise Unit. Such methods of distribution may include sales through such channels of distribution as the Internet, catalog sales, hardware stores, telemarketing, or other direct marketing sales (“alternative distribution channels”). If we solicit or accept orders within your Territory, we are not required to compensate you. You may not use alternative distribution channels to make sales outside or inside your Territory without our prior, written consent.

We have not established and do not intend to establish any other franchises or company-owned outlets offering similar services or goods under a different trademark anywhere in the United States.

Item 13

TRADEMARKS

Under the Franchise Agreement, we grant you the right and license to use our Proprietary Marks and the System solely in connection with your Franchise. You may use only the mark “SuperGlass Windshield Repair” and such other Proprietary Marks as are designated in writing by us for your use and only in the manner we authorize. You may not directly or indirectly contest our ownership of or rights in the Proprietary Marks.

We have registered the Superglass Windshield Repair name and mark with the United States Patent and Trademark Office on the Principal Register as follows:

Trademark

SuperGlass Windshield Repair

Registration Date

February 19, 2002

Registration Number

2540652

We are current with our registration and have filed all affidavits, documentation, and renewals to maintain the Proprietary Mark. We know of no potential or actual infringements upon our Proprietary Marks.

We may create, use and/or register one or more new tradenames and/or marks with the U.S. Patent and Trademark Office. We may modify or discontinue any of our Proprietary Marks. If we create any new and/or discontinue or modify any existing Tradename or Mark, then we shall provide you with at least 30 days written notice, after which time you must change or modify, as we so require, at your expense, all signs, marketing literature and other materials so affected.

You must follow our rules when you use our Proprietary Marks. You cannot use a Tradename or Mark as part of a corporate name or with modifying words, designs, or symbols, except for those which we license to you. You may not use any Proprietary Mark in connection with the sale of any unauthorized product or service, or in a manner that we have not authorized in writing.

There are no effective material determinations of the USPTO, the Trademark Trial and Appeals Board, the Trademark Administrator of any state or any court relating to the Proprietary Marks. There is no other pending infringement, opposition, or cancellation. There is no pending material litigation involving the Proprietary Marks. We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Proprietary Marks in any state. There are no agreements currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks in a manner material to you. The logo is part of our Proprietary Marks

The Franchise Agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Proprietary Marks. If litigation involving the Proprietary Marks is instituted or threatened against you, the Franchise Agreement requires that you notify and cooperate fully with us promptly in defending or settling the litigation. You must comply with any and all of our instructions regarding the use and discontinuation of use of all Proprietary Marks, and incur all expenses associated therewith.

Item 14**PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION****Patents Rights**

We own no rights in or to any patents that are material to you. We own no rights in any pending patent applications that are material to the franchise business.

Copyrights

We have not registered any copyrights with the United States Copyright Office; however, we claim copyrights on certain forms, advertisements, promotional materials, and other written materials. We also claim copyrights and other proprietary right in our Operations Manual, Training Manual and other training documents.

We own our Operations Manual, Training Manual and other forms and documents that we use in your training and that you will use in the operation of your Franchise.

Confidential Training Manual and Operations Manual

You must operate your Unit in accordance with the standards, methods, policies, and procedures specified in the Operations Manuals. At training, we will loan you a copy of our Training Manual. At or after training, we will loan you a copy of the Operations Manual. You must maintain the Manuals for the term of the Franchise Agreement. You must operate your Franchise strictly in accordance with the Manuals and other written materials developed by us and as revised by us from time-to-time. You must, at all times, treat the Manuals and the information in the Manuals as confidential.

You must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise make them available to any unauthorized person. The Manuals remain our sole property and must be returned to us at the termination or expiration of your Franchise Agreement.

We may from time-to-time revise the contents of the Manuals, and you must comply with each new or changed provision. You must ensure that the Manuals are kept current at all times. If there is any dispute as to the contents of the Manuals, the terms of the master copies maintained by us at our Home Office will be controlling.

Confidential Information

You may never at any time reveal any of our Confidential Information to another person or use it for any other person or business. The Franchise Agreement requires you to maintain all of our Confidential Information as confidential both during and after the term of the Franchise Agreement. “Confidential Information” includes all information, data, techniques, and know-how designated or treated by us as confidential and includes the Manuals. You may not at any time disclose, copy, or use any Confidential Information except as specifically authorized by us.

Item 15 **OBLIGATION TO PARTICIPATE IN THE** **ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

You are not required to personally participate in the direct operation of your Franchise; however, you must ensure that our standards of quality and competence are maintained. You are responsible for devoting your best efforts to the establishment, operation, and maintenance of your Franchise, operating the Franchise in strict accordance with our standards, as set from time to time, including technical services, appearance, cleanliness, and professionalism.

At least one other person trained and approved by us who has completed the initial management training course must be active in the operation of the Unit, which person is not required to be an equity owner of the Franchise. No individual who has not successfully completed the technical training program may provide windshield repair services.

Each individual who holds an ownership interest in the Franchise Owner that is a legal entity must personally guarantee all of the obligations of the Franchise Owner under the Franchise Agreement. The spouse of a franchisee or equity owner is not required to sign a personal guaranty.

At our request, you must obtain and deliver executed covenants of confidentiality and non-competition from any persons who have or may have an ownership interest in the Franchise Owner or in the Franchise, or who receive or have access to training and other confidential information under the System. The covenants must be in a form satisfactory to us and must provide that we are a third-party beneficiary of and have the independent right to enforce the covenants.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must operate your Franchise in strict conformity with all prescribed methods, procedures, policies, standards, and specifications of the System, as set forth in the Manual and in other writings by us from time-to-time. You must use your Franchise only for the operation of your Franchise and may not conduct any business from your Franchise location nor operate any other business at or from such location without our express, prior, written consent.

You must sell all such products and services that we require, and only those that we approve as meeting our uniform quality standards and specifications. You may not offer any goods or services not specifically approved by us, or we may terminate your Franchise Agreement. You may not use our name or the Trademark for any other business.

We may add to, delete from, or modify the products and services that you can and must offer. You must abide by any additions, deletions, and modifications, but only if the changes do not materially and unreasonably increase your obligations under the Franchise Agreement. There are no other limits on our rights to make these changes.

You are restricted to sales from your approved location and may not, without our express, written authorization open or operate another windshield repair business or business which offers competing products or services, expressly including windshield replacement services.

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Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in Agreement	Summary
A. Length of the Franchise Term	III	10 years
B. Renewal or extension of the term	III	If you are in good standing upon expiration of your original franchise agreement and have not committed more than 2 defaults within the most recent 24 months, you may continue to operate your Franchise under the Franchise System for one additional 10-year term by giving us written notice of your intent to renew at least 6 months before the expiration of the term and signing the then-current franchise agreement with terms and conditions that may be materially different from those in your original franchise agreement.
C. Requirements for franchisee to renew or extend	III	Renewal means continuing to be a Franchise under the Franchise System. We require material compliance during the initial term of the franchise agreement, update equipment and vehicle(s) if needed, receipt of all amounts due to us, for you to execute a new franchise agreement which may differ materially from the original franchise agreement, for you to meet then-current qualifications, for you to pay renewal fee of 50% of then-current Initial Franchises Fee, and, except as required by state franchise laws, for you to sign Release Agreement. Pursuant to COMAR 02.02.16L, the general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
D. Termination by franchisee	XXI(A)	If we do not cure or commence cure of breach within 30 days after receipt of notice (subject to state law)
E. Termination by franchisor without cause	None	None
F. Termination by franchisor with cause	XXI(B)	If you do not cure or commence cure as provided in the franchise agreement

Provision	Section in Agreement	Summary
G. "Cause" defined-curable defaults	XIX(B)	Various breaches of franchise agreement
H. "Cause" defined-non-curable defaults	XIX(B)	Abandon the Franchise; consistently fail to pay amounts due when due; violate laws; material misrepresentation on initial application; attempt assignment without permission; disclose, copy, fail to comply with Manual in violation of franchise agreement; violate use of Proprietary Marks; fail to timely cure breach of any other agreement between you and us; be convicted of a felony; incur insolvency or bankruptcy
I. Franchisee's obligations on termination/non-renewal	XXII	Pay all amounts owed to us, return the Manual, cancel assumed names, transfer phone numbers, cease using Proprietary Marks, cease operating Franchise, no confusion with Proprietary Marks, our option to purchase your inventory and equipment or Franchise, modify the premises
J. Assignment of contract by franchisor	XIX(A)	No restriction on right to transfer
K. "Transfer" by franchisee – defined	XIX(B), (D)	No transfer of franchise agreement or Franchise Owner, or any portion thereof or rights therein, without our prior, written consent, except as expressly set forth in franchise agreement
L. Franchisor approval of transfer by franchisee	XIX(B), (D)	We have the right to approve all transfers
M. Conditions for franchisor approval of transfer	XIX(B), (C), (D)	New Franchisee must meet current standards and sign current form of franchise agreement, and you must pay us a transfer fee of 50% of the then-current initial franchise fee.
N. Franchisor's right of first refusal to acquire franchisee's business	XIX(C)	We have the option to match any offer
O. Franchisor's option to purchase franchisee's business	XIX(C)	We have the option to purchase your Franchise upon termination or non-renewal

Provision	Section in Agreement	Summary
P. Death or disability of franchisee	XIX(D)	Franchise may be sold or assigned by estate to approved buyer within 3 months, with our rights of first refusal and option to purchase
Q. Non-competition covenants during the term of the franchise	XVIII(B)	You cannot be involved in a competitive business during the term of the franchise agreement (subject to state law)
R. Non-competition covenants after the franchise is terminated or expires	XVIII(B)	No involvement in competing business for 2 years within the Territory nor for a franchisor, distributor or licensor or franchisee, distributee or licensee of a competing product for 2 years where you perform any competitive services or offer any competitive products within the country in which you operated your franchise (subject to state law)
S. Modification of the agreement	XXII(L)	Must be in writing by both parties
T. Integration/merger clause	XXXI(E)	Only the terms of the franchise agreement and other related written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. Nothing in the franchise agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.
U. Dispute resolution by arbitration or mediation	None	None, except to the extent subject to state applicable laws. Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
V. Choice of forum	XXIII(J)	Cobb County, Georgia, except to the extent subject to applicable state laws. Maryland franchisees may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
W. Choice of law	XXIII(J)	Georgia law applies, except to the extent subject to applicable state laws.

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Item 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

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.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. 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 our CEO, Meghan Martin, at 6220 Hazeltine National Dr., Suite 118, Orlando, FL 32822; telephone number: 407-240-1920, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISE INFORMATION

System-wide Outlet Summary

**Table No. 1
For Years 2020 to 2022**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	177	179	+2
	2021	179	180	+1
	2022	180	180	0
Company Owned	2020	0	0	0
	2021	0	0	0
	2022	0	0	0
Total Outlets	2020	177	179	+2
	2021	179	180	+1
	2022	180	180	0

Table No. 2
Transfers of Outlets From Franchisees to New Owners
(Other than the Franchisor)
For Years 2020 to 2022

STATE	Year	Number of Transfers
AL	2020	1
	2021	1
	2022	2
CA	2020	0
	2021	1
	2022	1
FL	2020	0
	2021	1
	2022	1
GA	2020	0
	2021	1
	2022	0
KY	2020	0
	2021	1
	2022	0
NC	2020	2
	2021	1
	2022	0
NJ	2020	1
	2021	0
	2022	0
SC	2020	0
	2021	1
	2022	0
TX	2020	0
	2021	0
	2022	1
TOTAL	2020	5
	2021	6
	2022	5

Table No. 3
Status of Franchised Outlets
For Years 2020 to 2022

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
AL	2020	5	0	0	0	0	0	5
	2021	5	1	0	0	0	0	6
	2022	6	0	0	0	0	0	6
AR	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
AZ	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
CA	2020	18	0	0	0	0	0	18
	2021	18	0	0	0	0	0	18
	2022	18	1	0	0	0	0	19
CO	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
CT	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
DE	2020	1	0	0	0	0	0	1
	2021	1	1	1	0	0	0	1
	2022	1	0	0	0	0	0	1
FL	2020	20	0	0	0	0	0	20
	2021	20	0	1	0	0	0	19
	2022	19	0	0	0	0	0	19
GA	2020	12	2	0	0	0	0	14
	2021	14	0	0	0	0	0	14
	2022	14	0	1	0	0	0	13
HI	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
IA	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
ID	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
IL	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
IN	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
KS	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
KY	2020	1	1	0	0	0	0	2
	2021	2	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
LA	2020	3	0	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
MA	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
MD	2020	3	0	0	0	0	0	3
	2021	3	0	2	1	0	0	0
	2022	0	1	0	0	0	0	1
MI	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
MN	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
MO	2020	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
MS	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
NC	2020	6	1	0	0	0	0	7
	2021	7	1	1	0	0	0	7
	2022	7	0	0	0	0	0	7
NE	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
NH	2020	1	0	0	1	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
NJ	2020	10	0	0	0	0	0	10
	2021	10	1	0	0	0	0	11
	2022	11	0	0	0	0	0	11
NM	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
NV	2020	2	0	0	0	0	0	2
	2021	2	0	1	0	0	0	1
	2022	1	1	0	0	0	0	2
NY	2020	4	0	0	0	0	1	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
OH	2020	4	1	1	1	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
OK	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	1	1
OR	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	1	3
PA	2020	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
RI	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
SC	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	1	3
	2022	3	0	0	0	0	0	3
SD	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
TN	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
TX	2020	11	1	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
VA	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
WA	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of Year
WA DC	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
TOTALS	2020	176	8	1	2	0	2	179
	2021	179	8	6	1	0	0	180
	2022	180	4	1	0	0	3	180

**Table No. 4
Status of Company Owned Outlets
For Years 2020 to 2022**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
All	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Total	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

**Table No. 5
Projected Openings as of December 31, 2022**

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlet in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AL	0	1	0
NC	0	1	0
NJ	0	1	0
SC	0	1	0
TN	0	1	0
RI	1	0	0
UT	0	2	0
TOTAL	1	7	0

The names of all current franchises and the address and telephone number of each of their outlets are set forth in Exhibit C attached to this Disclosure Document.

The name, city and state, and current business telephone number, or last known home telephone number of

each franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who has not communicated with the franchisor within 10 weeks of the issuance date of this Disclosure Document are set forth in Exhibit D attached to this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with SuperGlass Windshield Repair. You may wish to speak with current and former franchisees but be aware that not all of those franchisees will be able to communicate with you. SuperGlass has no franchisee associations.

Item 21
FINANCIAL STATEMENTS

Attached as Exhibit B to this Disclosure Document are the audited financial statements of SuperGlass Windshield Repair, Inc. as of December 31, 2020, 2021 and 2022. The audited financial statements applied a modified retrospective transition method allowed under ASC 606. Our fiscal year ends on December 31.

Item 22
CONTRACTS

Attached please find copies of Sample Franchise Agreement (with Exhibits), Sample Franchise, Sample Promissory Note and Security Agreement, and Sample Franchise Termination Agreement.

Item 23
RECEIPTS

You will find two copies of our receipt as Exhibit I to this disclosure document. You will detach and return one signed copy to us and keep one for your records.

EXHIBIT A
FRANCHISE AGREEMENT



FRANCHISE AGREEMENT

FOR

[FRANCHISEE]

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EXHIBITS TO FRANCHISE AGREEMENT:

- Exhibit 1 – Commencement Date, Approved Location and Territory
- Exhibit 2 – Entity Rider
- Exhibit 3 – Unconditional Guaranty of Franchisee’s Undertakings
- Exhibit 4 – Confidentiality Agreement (Equity Interest Owners)
- Exhibit 5 – Noncompetition Agreement (Equity Interest Owners)
- Exhibit 6 – Security Agreement
- Exhibit 7 – State Prescribed Addenda to the Franchise Agreement

SUPERGLASS WINDSHIELD REPAIR, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Franchise Agreement”) is made effective as of the ____ day of _____, 202__, by and between SuperGlass Windshield Repair, Inc., a Georgia corporation, with an address of 6220 Hazeltine National Drive, Suite 118, Orlando, Florida, 32822 (“Franchisor”), and _____, a _____ [state] _____ [resident, corporation, limited liability company], with an address of _____ (“Franchisee”).

WHEREAS, as the result of the expenditure of time, effort and money, Franchisor has acquired unique experience, special skills, technique, and knowledge with reference to the development, establishment and operation of businesses engaged primarily in the repair of automobile windshields and secondarily in providing ancillary services from both fixed and mobile locations primarily to commercial customers (the “Business”); and

WHEREAS, all SuperGlass Windshield Repair Units are operated in connection with and through the use of the trade name, trademark and service mark consisting of or containing the words “SuperGlass” and “SuperGlass Windshield Repair” and through the use of certain related logos, symbols, words, and insignias (the “Proprietary Marks”); and

WHEREAS, Franchisor is the common law and/or licensed owner of the Proprietary Marks; and

WHEREAS, Franchisor is the owner of certain marketing images, signage, color and style schematics, and other items bearing the Proprietary Marks and/or representing the image of Franchisor and the System (the “Proprietary Products”); and

WHEREAS, Franchisor has developed substantial goodwill, reputation and public recognition associated with and identified by the Proprietary Marks and Proprietary Products, which have substantial value, and which have been used in connection with services associated with the operation of SuperGlass Windshield Repair Units; and

WHEREAS, Franchisor has made a substantial investment in developing and perfecting the System, and in advertising, promoting and publicizing the Proprietary Marks and Proprietary Products, all of which are recognized as representing the highest standards of quality, professionalism, and service; and

WHEREAS, Franchisor is the owner of certain promotional methods, training programs, standards, specifications and compilations of information, records, the Manual and other confidential and/or proprietary information (the “Trade Secrets”); and

WHEREAS, in furtherance of the Business, Franchisor has originated, developed and perfected a unique system for the establishment, operation and merchandising of SuperGlass Windshield Repair Units (as hereinafter defined), which system includes, but is not limited to, site selection; a unique and readily recognizable design and signage; proprietary equipment, supplies and inventory; accounting and bookkeeping methods, marketing, advertising and promotional techniques; personnel training; and a confidential Training Manual and Operations Manual (collectively the “Manual”) of operating procedures containing specially

conceived and designed methods for SuperGlass Windshield Repair Units operations, and which system uses Franchisor's Trade Secrets, Proprietary Marks, Proprietary Products, and goodwill (the "System"); and

WHEREAS, Franchisee wishes to use the System in the "Approved Territory" hereinafter defined to establish its own SuperGlass Windshield Repair Unit offering windshield repair as a franchisee of Franchisor; and

WHEREAS, Franchisee recognizes the importance to Franchisor, to its other franchisees, and to the public of maintaining the integrity, standards, qualities, and attributes of products and services associated with the Proprietary Marks and is willing to adhere to certain uniform standards, procedures, and policies to maintain such integrity, standards, qualities, and attributes; and

WHEREAS, Franchisee has read this Franchise Agreement and Franchisor's Franchise Disclosure Document; has been given an opportunity to clarify any provision that Franchisee did not understand; and understands and accepts the terms, conditions and covenants contained in this Franchise Agreement as being reasonably necessary to maintain Franchisor's high standards of quality and service and the uniformity of those standards at all SuperGlass Windshield Repair Units and thereby to protect and preserve the goodwill of the Proprietary Marks; and

WHEREAS, Franchisor is willing to grant a franchise to Franchisee upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

I. USE OF AND COMPLIANCE WITH THE SYSTEM. Under the terms of this Franchise Agreement, Franchisee shall operate a SuperGlass Windshield Repair Unit, in accordance with this Franchise Agreement and the System. The foundation of the System and the essence of this Franchise Agreement and the Franchise licensed hereunder is the adherence by Franchisee to all of Franchisor's standards and policies, including those providing for the uniform operation of all SuperGlass Windshield Repair Units; the use of only approved products, supplies equipment and designs; and strict adherence to performance specifications and to Franchisor's prescribed standards of quality, service and professionalism in Franchisee's operation. Compliance by Franchisee with Franchisor's standards and policies in conjunction with the use of the System provides the basis for the valuable goodwill and wide acceptance of the System. As such, Franchisee acknowledges its accountability for performance of the obligations contained in the Franchise and its adherence to the tenants of the System. Consistent therewith, Franchisee understands and acknowledges that every detail of the System is important to Franchisee, to Franchisor, and to other franchisees in order to develop and maintain high and uniform operating standards. Therefore, Franchisee expressly agrees that:

A. The provisions of this Franchise Agreement shall be interpreted to give effect to the intent of the parties stated in this Article I, at Franchisee's SuperGlass Windshield Repair Unit (the "Unit"), as hereinafter defined and specified throughout this Franchise Agreement. Franchisee shall ensure that the Franchise is operated in conformity with and through strict adherence to Franchisor's standards and policies as they exist now and as they may from time to time be modified, amended or expanded.

B. Franchisee represents, warrants, and agrees that it alone actually owns the complete equity interest in the Franchise and the profits from the operations of the Unit, and that it shall maintain such interest during the term of this Franchise Agreement, except as otherwise expressly permitted, pursuant to the terms and conditions of this Franchise Agreement. Franchisee agrees to furnish Franchisor with such evidence as Franchisor may request, from time to time, for the purpose of assuring Franchisor that Franchisee's interest remains as represented herein.

C. Franchisee represents that the name it provided to Franchisor on its Franchise Application and that the name Franchisee signs on this Franchise Agreement is Franchisee's true, correct and legal name, and that Franchisee has disclosed to Franchisor any other name(s) of Franchisee, whether the variance is due to spelling differences, language differences, aliases, or otherwise, of any Franchisee entity and owners in Exhibit "1," attached hereto and hereby incorporated by reference.

II. GRANT OF LICENSE AND FRANCHISE.

A. License Granted. After the execution of this Franchise Agreement by both Franchisee and Franchisor, Franchisor hereby gives and grants to Franchisee during the term of this Franchise Agreement a non-exclusive license to operate one SuperGlass Windshield Repair Unit at the Approved Location (as hereinafter defined), set forth in Exhibit "1," with the right to use, solely in connection therewith, the Proprietary Marks, Proprietary Products, System, Manual and the name "SuperGlass Windshield Repair", together with other names, logos, symbols, procedures, products, trademarks and service marks which may be approved in writing by Franchisor in connection with the operation of the Unit and the goodwill derived from such previous use by Franchisor. The only Proprietary Marks that Franchisee is entitled to use pursuant to this license are solely those Proprietary Marks authorized by Franchisor, which Franchisor may modify, from time to time. The license herein granted is limited to the operation of one Unit and nothing herein contained shall be deemed to grant to Franchisee the right to purchase, own or operate additional Units.

For purposes of this Franchise Agreement and any and all agreements between Franchisor and Franchisee, (1) all references hereunder to the "Unit" shall include the franchised Unit, the business conducted at or relating to the franchised Unit, and any and all operations and operational assets, rights and privileges relating to the franchise Unit; and (2) all references hereunder to the "Franchise" shall include the rights granted under this Franchise Agreement, the Unit, the business conducted at or relating to the Unit, and any and all operations and operational assets, rights and privileges relating to or otherwise governed by this Franchise Agreement.

B. Approved Location. Franchisor hereby grants to Franchisee and Franchisee hereby accepts the license to own and operate Franchisee's Unit, under the terms and conditions set forth herein and solely from the Approved Location located within the exclusive territory (the "Exclusive Territory") and within the Exclusive Territory, set forth in Exhibit "1". Even if Franchisee operates a "mobile" location, Franchisee must select a primary business address, which may be Franchisee's home (to the extent allowed by law), an office suite, or a leased or other commercial site.

Franchisee assumes all cost, liability, responsibility and expense associated with identifying Franchisee's Approved Location situated within the Exclusive Territory. The Approved Location means the place of business that Franchisee exclusively uses to carry out Franchisee's obligations under this Franchise Agreement (acknowledging that Franchisee may operate the Franchise from Franchisee's personal residence, to the extent allowed by law). Franchisee shall operate its Unit only from the Approved Location. Franchisee may not operate the Unit from any other location or any additional locations without Franchisor's

prior, written consent. Franchisee acknowledges that Franchisor's acceptance or approval of said Approved Location does not constitute any representation, warranty or guarantee by Franchisor that the Approved Location will be a successful location for the operation of a SuperGlass Windshield Repair unit.

C. Exclusive Territory. Franchisor agrees that, during the term of this Franchise Agreement, and as long as Franchisee is in full compliance with this Franchise Agreement, Franchisor will not grant a franchise to others to operate a SuperGlass Windshield Repair unit within the Exclusive Territory or operate a business utilizing the System at a location within the Exclusive Territory. Franchisee's right to the Exclusive Territory is not dependent upon Franchisee maintaining any sale, volume, market penetration, or other contingency. Franchisor will not reduce Franchisee's Exclusive Territory upon a failure to meet any contingency but may terminate this Franchise Agreement if Franchisee fails to comply with the terms of this Franchise Agreement (as herein set forth).

III. TERM AND RENEWAL.

A. Term. The Franchise Agreement shall be effective and binding from the date of its execution by Franchisor for an initial term of ten (10) years, unless this Franchise Agreement is executed pursuant to an assignment or other transfer arrangement, in which case the term shall be the remaining portion of the term specified in the respective assignor's or transferor's Franchise Agreement. The Commencement Date and Expiration Date of this Franchise Agreement are set forth in Exhibit "1."

B. Renewal. Upon the expiration of the initial term hereof, Franchisee shall have the right to renew the Franchise Agreement for one additional ten (10) year term, subject to the following conditions:

1. Franchisee shall deliver to Franchisor written notice of Franchisee's intent to renew not more than three hundred sixty (360) and not less than one hundred eighty (180) days before the Expiration Date of the then-current Term; and

2. Franchisee shall make such improvements as may be required to modernize, renovate, equip and decorate the Unit so as to reflect Franchisor's then-current standards, which may include the acquisition of new equipment, signage, etc.; and

3. Franchisee has the right to remain in possession of the Approved Location, or other location acceptable to Franchisor for the new term, and has it stocked and equipped to bring the Unit into full compliance with Franchisor's then-current specifications and standards prior to by the Expiration Date of the then-current Franchise Agreement; and

4. Franchisee shall execute a new Franchise Agreement of the form then being used by Franchisor, which may differ as to Royalties, advertising fees, marketing expenditures, and other material terms and conditions. Franchisee shall execute the then-current form of Franchise Agreement not less than ninety (90) days before said Expiration Date of this Franchise Agreement; and

5. Upon Franchisee's execution of the new Franchise Agreement, Franchisee shall pay Franchisor an Initial Franchise Fee equal to fifty percent (50%) of the then-current initial franchise fee for new franchises of the size so franchised; and

6. Upon Franchisee's execution of the new Franchise Agreement, Franchisee shall have substantially complied with the terms of existing Franchise Agreement throughout its Term, not have defaulted under the terms of this Franchise Agreement more than two (2) times within the most recently ended twenty-four (24) months, and not be in default of any term or condition of the existing Franchise Agreement or any other agreement or obligation Franchisee may have with Franchisor beyond the permissible cure period, including, but not limited to, all obligations to timely pay Royalties, advertising contributions, interest and late charges and other properly chargeable amounts; and

7. Franchisee has complied with Franchisor's then-current qualifications and training requirements; and

8. Except as required by state franchise laws, (including COMAR 02.02.16L, wherein any general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law), Franchisee has executed a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, its subsidiaries and affiliates, if any, and their respective directors, agents and employees.

IV. SERVICES PROVIDED BY FRANCHISOR.

A. Training. Franchisor shall provide Franchisee with the initial pre-opening and post-opening training, as well as ongoing training in the manner specified in Section V hereof and in accordance with the Manual.

B. Training Manual. After Franchisee signs this Franchise Agreement and is present for training, Franchisor shall loan to Franchisee one copy of the Training Manual, comprised of Franchisor's Windshield Repair Training Manual, Headlight & Acrylic Repair Training Manual and Scratch Removal from Glass Training Manual (collectively, the "Training Manual"). The Training Manual contains mandatory and suggested specifications, standards and operating procedures prescribed from time-to-time by Franchisor and information relative to other obligations of a franchisee and to the operation of the Franchise. The Training Manual is and shall remain confidential and the property of Franchisor, constitutes a trade secret of Franchisor and may not be loaned out, duplicated, or copied in whole or in part in any manner. Franchisor reserves the right to add to and otherwise modify the Training Manual from time-to-time, as it deems necessary, provided that no such addition or modification will alter Franchisee's fundamental status and rights under this Franchise Agreement. Franchisee must always follow the directives of the Training Manual, as may be modified by Franchisor from time-to-time. Such compliance by Franchisee is necessary to protect the uniformity, integrity and reputation of the System.

C. Operations Manual. After Franchisee is present at or successfully completes pre-opening training (as determined in Franchisor's sole and absolute discretion), Franchisor shall loan to Franchisee one copy of the Operations Manual, which contains mandatory and suggested specifications, standards and operating procedures prescribed from time-to-time by Franchisor and information relative to other obligations of a franchisee and to the operation of the Franchise. The Operations Manual is and shall remain confidential and the property of Franchisor, constitutes a trade secret of Franchisor and may not be loaned out, duplicated, or copied in whole or in part in any manner. Franchisor reserves the right to add to and otherwise modify the Operations Manual from time-to-time, as it deems necessary, provided that no such addition or modification will alter Franchisee's fundamental status and rights under this Franchise Agreement. Franchisee must always follow the directives of the Operations Manual, as may be modified by Franchisor from time-to-time. Such compliance by Franchisee is necessary to protect the uniformity, integrity and

reputation of the System.

D. **Operating Books and Records.** After Franchisee has successfully completed pre-opening training (as determined in Franchisor's sole and absolute discretion), Franchisor shall loan to Franchisee one copy of each of its Route Books, Marketing Books & Records, and Office Form Books in a two (2)-part file cabinet, which Franchisee shall also use for maintaining hard copies of invoices, reports, and other paperwork and ancillary documentation necessary to operate the Franchise.

E. **Layout of Unit.** If Franchisee leases or uses commercial location, Franchisor may elect to assist Franchisee, at no cost to Franchisee, with the layout and design of the Unit including location of walls and counters, if any, and the location of equipment, fixtures and décor. Franchisee must pay for all costs of leasehold improvements, signs, furniture, fixtures, décor and equipment for finishing out the Unit.

F. **Pre-Opening Marketing Assistance.** During the time that Franchisee is attending Franchisor's pre-opening training program, Franchisor will contact potential customers in Franchisee's territory to introduce the services and to set up sales appointments for Franchisee following the conclusion of training. During the three (3) days of pre-opening on-site assistance, Franchisor's representative will accompany Franchisee on those sales appointments.

G. **Continuing Assistance.** As long as Franchisee remains in full compliance with the terms and conditions of this Franchise Agreement, in addition to the assistance rendered to Franchisee prior to and concurrent with opening, Franchisor may provide continuing consultation and advice, as it deems reasonably necessary and appropriate, regarding business, operational, technical, pricing, sales and marketing matters, type of products and services offered, and operation of the Franchise. Franchisor may provide such assistance by telephone, by electronic mail and/or through on-site assistance by appropriate Franchisor personnel as determined in Franchisor's sole discretion. Franchisor shall not charge Franchisee for such continuing assistance, unless such assistance arises out of Franchisee's continued or repeated defaults (whether or not cured), failure to provide information and/or documentation to Franchisor, etc.

H. **Marketing, Advertising and Promotion.** Franchisor may develop and provide creative materials for local and regional advertising and make such advertising materials available to its franchisees for publication or distribution in Franchisee's market area and at Franchisee's expense. Franchisor may provide specific guidelines for advertising initiated by individual franchisees and shall reserve the right to disapprove any advertising that, in Franchisor's opinion, is not in accordance with such guidelines. Immediately upon notification to do so, Franchisee shall discontinue any advertising that would, in Franchisor's reasonable opinion, be detrimental to the System.

I. **Suppliers.** Franchisor may assist Franchisee in selecting suppliers for the products and services offered to customers and/or used by Franchisee in the operation of the Unit. Franchisor shall not limit the suppliers from whom non-proprietary and/or non-logo items may be purchased, with the exception of initial inventory, supplies and equipment, as long as such items comply with Franchisor's then-current standards of quality.

J. **Pricing.** Franchisor may advise Franchisee from time-to-time concerning suggested retail prices. Franchisor and Franchisee agree that any list or schedule of prices furnished to Franchisee by Franchisor is a recommendation only and is not to be construed as mandatory upon Franchisee. Nothing contained herein shall be deemed a representation by Franchisor that the use of Franchisor's suggested prices will optimize

profits.

K. Non-Performance by Franchisor. Franchisor's failure to perform any of its obligations hereunder shall not relieve Franchisee of any of its obligations hereunder, nor give Franchisee the right of off-set, specifically including, but not limited to payment of fees and amounts due to Franchisor and proper operations of its Franchise, in conformity with System requirements.

V. TRAINING AND ASSISTANCE BY FRANCHISOR.

A. Pre-Opening Training.

1. Franchisor will provide Franchisee with pre-opening management and technical training program in the operation of the Franchise. Management Training is a five (5) day class of the Franchise Program which takes place at Franchisor's training facility in Orlando, FL or at another location designated by Franchisor. Franchisee (or if an entity, at least one Franchisee principal) or another individual who must be a Manager, as chosen by Franchisee and approved by Franchisor, shall attend such Management Training at no additional charge to Franchisee. Franchisor may charge a reasonable fee for any of Franchisee's additional employees or owners attending the training program.

2. Franchisor will provide Franchisee with pre-opening technical training program in the technical aspects of windshield repair necessary to operate the Franchise. Technical Training is a five (5) day class of the Franchise Program which takes place at Franchisor's training facility in Orlando, FL or at another location designated by Franchisor, contemporaneously with and as a part of Management Training. At least one (1) individual and up to three (3) individuals (depending upon the Franchise Package acquired by Franchisee), as chosen by Franchisee, and approved by Franchisor, shall attend such Technical Training at no additional charge to Franchisee. Franchisor may charge a reasonable fee for any of Franchisee's additional individuals attending the training program.

3. Franchisee shall be responsible for all salaries, travel, lodging, meals and other costs for itself and other attendee(s) that it sends to the training program at Franchisor's home office and/or existing location(s).

4. At least one (1) individual must complete Management Training and Technical Training to Franchisor's satisfaction for Franchisee to operate the Franchise.

5. Franchisor may, at Franchisee's expense, provide Franchisee with a post-opening management and technical training program in the operation of the Franchise depending on Covid-19 and related travel restrictions. The Post-Opening training is a three (3) day assistance program, in Franchisee's Territory subsequent to Franchisee successfully completing pre-opening training and commencing business. Franchisor or Franchisor's designated agent shall consult with, assist and accompany Franchisee during the first three (3) days of Franchisee's operations.

6. At least one (1) individual who has completed Management Training and Technical Training to Franchisor's satisfaction must be actively involved in the operation of the Franchise at all times for Franchisee to operate the Franchise.

B. Post-Opening Training. Franchisor will provide Franchisee with post-opening management and

technical training program in the operation of the Franchise. Post-opening training is a five (5) day assistance program, taking place in Franchisee's Exclusive Territory subsequent to Franchisee successfully completing pre-opening training and commencing business. Franchisor or Franchisor's designated agent or representative shall consult with, assist, and accompany Franchisee during the first five (5) days of Franchisee's operations.

C. Additional Training Requirements. Franchisee may make reasonable requests for additional training, and Franchisor shall, in its sole discretion, provide such training at Franchisee's expense, including, without limitation, any salaries, travel, lodging and meals and other expenses. Franchisor may charge a reasonable fee for such additional training, in Franchisor's discretion.

Franchisor may conduct additional seminars or other training programs for the benefit of its franchisees, which Franchisee and/or Franchisee's employees may attend. Franchisor may charge a reasonable fee for such seminar or program. All salaries, travel, lodging, meals and other expenses incurred by anyone attending training on behalf of Franchisee shall be paid by Franchisee. Franchisor may from time-to-time require that previously trained and experienced Franchisees or their managers or employees attend and successfully complete refresher training programs or seminars to be conducted at a designated Franchisor-designated training facility or at such other locations determined reasonably appropriate by Franchisor and at Franchisee's expense. Franchisee shall pay all of Franchisee's additional training expenses, as well as any travel, lodging, meals and other actual expenses of Franchisor incurred in Franchisee's additional or refresher training.

D. Non-Completion of Training by Franchisee. Franchisee shall complete and cause its employees to complete, to Franchisor's satisfaction, all training, as Franchisor may reasonably require from time-to-time. If Franchisor determines, in its sole discretion, that Franchisee is unable to satisfactorily complete any portion of the pre-opening or additional training described hereinabove, Franchisor shall have the right to terminate this Franchise Agreement in the manner herein provided. If Franchisor terminates this Franchise Agreement pursuant to this paragraph, then Franchisor may keep the Initial Franchise Fee and all other amounts paid by Franchisee to Franchisor, as liquidated damages and not as a penalty, to reimburse Franchisor for its costs and expenses.

E. Conferences. Franchisee must attend Franchisor's conferences, which are not held more than once in any calendar year, where Franchisor offers seminars, additional training, and other support to its franchisees. Franchisor may charge a reasonable fee for such Conferences. All salaries, travel, lodging, meals, and other expenses incurred by anyone attending a Conference on behalf of Franchisee shall be paid by Franchisee.

VI. FEES AND PAYMENTS BY FRANCHISEE.

A. Initial Franchise Fee. By executing this Franchise Agreement, Franchisee agrees to become a Franchisee and to pay the required Initial Franchise Fee, due upon execution by Franchisee of this Franchise Agreement. Franchisee shall remit the amount designated in Exhibit "1", as follows:

Small Market -Population Up to 100,000	Initial Franchise Fee \$20,000
Mid-Market - Population 100,001 to 250,000	\$30,000
Large Market - Population 250,001-500,000+	\$40,000

Franchisee shall pay the Initial Franchise Fee to Franchisor by tendering a certified or cashier's check or by wire transfer. The Initial Franchise Fee is fully earned by Franchisor at the time Franchisor executes this Franchise Agreement.

Upon Franchisor's termination for cause of Franchisee's rights granted hereunder, the Initial Franchise Fee shall be deemed liquidated damages, and not a penalty, to reimburse Franchisor for its loss of opportunity to grant a Franchise within the Exclusive Territory during the period this Franchise Agreement was in effect and for any additional costs and expenses Franchisor may incur in selling the Franchise for such Exclusive Territory and in performing its obligations pursuant to this Franchise Agreement.

B. Royalties. Franchisee hereby agrees to pay to Franchisor a monthly royalty equal to six percent (6%) of Franchisee's monthly Gross Revenues (as hereinafter defined) (the "Royalty"), with each payment being due on the tenth (10th) day of each calendar month for the most recently ended month. Payment of Royalties shall commence the first (1st) month following the Unit opening, based on the first month's revenues, and shall continue thereafter during the term of this Franchise Agreement.

C. Start-Up Package. You must also purchase from us, the following Start-Up package based on the size of the territory you purchase. The cost of the Start-Up Package is payable in a lump sum when you sign the Franchise Agreement and is not refundable.

1. **Small Market:** 1 set of windshield repair equipment and supplies, 1 set of scratch removal equipment and supplies, 1 set of headlight restoration equipment and supplies, 1 set of uniforms, 1 printing package, 5 days of initial training, 3 days of on-site training including all expenses of trainer. **Cost is \$8,652.**

2. **Mid-Market:** 2 sets of windshield repair equipment and supplies, 3 sets of scratch removal equipment and supplies, 2 sets of headlight restoration equipment and supplies, 2 sets of uniforms, 2 printing packages, 5 days of initial training, 3 days of on-site training including all expenses of trainer. **Cost is \$13,287.**

3. **Large Market:** 3 sets of windshield repair equipment and supplies, 3 sets of scratch removal equipment and supplies, 3 sets of headlight restoration equipment and supplies, 3 sets of uniforms, 3 printing packages, 5 days of initial training, 3 days of on-site training including all expenses of trainer. **Cost is \$17,922.**

D. Other Payments. Franchisee hereby agrees to pay Franchisor for all supplies, inventory and equipment at the time of order or delivery, as instructed by Franchisor, but in any event not later than thirty (30) days after

receipt thereof for each such delivery.

E. Method of Payment.

1. As long as Franchisee timely remits all Royalty and Other Payments due hereunder, Franchisee may use Franchisor's on-line payment processing system which uses Franchisee's designated credit card to remit such Payments. Franchisee may also remit Payments to Franchisor via Franchisee-initiated wire transfer.

2. At any time that Franchisee fails to timely remit any Payment due hereunder, or should Franchisor so elect, Franchisee shall execute and deliver such instruments, agreements and other documents as may be necessary to enable Franchisor to present a monthly bank draft on Franchisee's bank account for Payments.

3. Franchisor reserves the right to adopt other methods for receiving Payments from Franchisee as Franchisor deems reasonable.

4. Franchisee hereby covenants to maintain sufficient funds in its account to ensure proper and timely payment of all amounts due hereunder.

F. Interest and Penalties for Late Payments. All Royalties payments, local advertising expenditures, amounts due for purchases by Franchisee from Franchisor and/or any affiliate, and other amounts which Franchisee owes to Franchisor and/or any affiliate, not received on or before the due date shall be deemed overdue. If any payment or contribution is overdue, reversed or challenged, Franchisee shall pay to Franchisor immediately upon demand the overdue amount, a late fee of One Hundred Dollars (\$100) per incident per month for each month in which any amount remains outstanding and overdue, plus interest on the overdue amount from the date it was due until paid, at the rate of one and one-half percent (1½%) per month, or the maximum rate permitted by law, whichever is less. The foregoing shall be in addition to any other remedies Franchisor may possess, as permitted by law. Franchisee acknowledges that this paragraph shall not constitute an agreement by Franchisor to accept such payments after some are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the Franchise. Further, Franchisee acknowledges that Franchisee's failure to pay all amounts when due shall constitute grounds for termination of this Franchise Agreement, as provided herein.

G. Penalties for Violations. Franchisee shall pay to Franchisor immediately upon demand a penalty of One Hundred Dollars (\$100) per incident for any violation of the Franchise Agreement, whether relating to Unit operations or procedural requirements.

H. Definition of Gross Revenues. The term "Gross Revenues" means the amount of all receipts for the sale of any products or services of the Franchise and income of every other kind and nature related to the Franchise, whether for products or services, cash, exchange, or credit, regardless of the manner of collection, less any properly issued refunds, credits, or "comps", and expressly excluding sales taxes or other taxes collected by Franchisee for transmittal to the appropriate taxing authority.

I. Franchisor's Right to Apply Franchisee Payments. Notwithstanding any designation by Franchisee, Franchisor shall have the sole discretion to apply any payments by Franchisee to any past due indebtedness of Franchisee for Service Fee payments, purchases from Franchisor and any affiliates, interest or any other indebtedness.

VII. APPROVED LOCATION LEASE AND BUILD-OUT.

A. Site and Approval. Franchisee must obtain from Franchisor, within four (4) weeks from Franchisor's execution of this Franchise Agreement, Franchisor's approval of Franchisee's proposed site or business address for the Unit. Should Franchisee fail to identify an Approved Location and commence operations within six (6) months of Franchisor's execution of this Franchise Agreement, then Franchisor shall have an automatic, irrevocable right to terminate this Franchise Agreement and keep all amounts paid to Franchisor as liquidated damages.

B. Purchase or Lease of Approved Location. After receiving Franchisor's written consent of the Approved Location, Franchisee shall (1) close on the purchase of the real property; or (2) execute a lease (the "Lease") with the landlord (the "Lessor") of the Approved Location, if applicable. Franchisor is not required to approve the Lease; however, Franchisee acknowledges, understands, and agrees that, except in the case of a home office, the premises shall be used only for the operation of a SuperGlass Windshield Repair Unit during the initial and any renewal Term of this Franchise Agreement.

C. Build-out and Design. In the case of a commercial Approved Location, Franchisee shall completely construct and/or remodel, equip and furnish the Approved Location in accordance with any Franchisor specifications with respect to design, equipment layout, decor, color scheme and signage. Franchisee shall be responsible for and shall pay all expenses associated with the preparation of plans for and construction of the Unit. Franchisee shall ensure that such plans comply with all codes, regulations or ordinances that may be applicable to the construction and/or remodeling of the Unit.

FRANCHISOR ASSUMES NO DUTY TO REVIEW, INSPECT OR APPROVE CONSTRUCTION OF THE UNIT WITH RESPECT TO COMPLIANCE WITH THE APPROVED PLANS OR ANY LEGAL REQUIREMENTS, INCLUDING THE AMERICANS WITH DISABILITIES ACT. ANY REVIEW, INSPECTION OR APPROVAL BY FRANCHISOR IS SOLELY FOR THE PURPOSE OF DETERMINING THE PROGRESS OF CONSTRUCTION OF THE UNIT AND AUTHORIZING THE OPENING OF THE UNIT. AUTHORIZATION BY FRANCHISOR TO OPEN THE UNIT IS PERMISSION ONLY AND NOT A REPRESENTATION, WARRANTY OR ASSURANCE:

1. THAT THE UNIT HAS BEEN CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS;

2. WITH RESPECT TO THE QUALIFICATIONS, CAPABILITIES, SUITABILITY, ADEQUACY OR PERFORMANCE OF ANY PERSON INVOLVED IN THE CONSTRUCTION OF THE UNIT;

3. THAT ALL OR ANY PART OF THE UNIT AS CONSTRUCTED IS SAFE, SUITABLE, FIT OR PROPER FOR ITS INTENDED USE OR PURPOSE; AND/OR

4. THAT THE CONSTRUCTION OF THE UNIT HAS BEEN PERFORMED IN A WORKMANLIKE MANNER AND IN COMPLIANCE WITH LEGAL REQUIREMENTS. THIS APPLIES EVEN THOUGH FRANCHISOR MAY HAVE COMMENTED ON ANY OF THESE MATTERS IN CONNECTION WITH A REVIEW, INSPECTION OR APPROVAL. FRANCHISOR HAS NO LIABILITY TO FRANCHISEE, FRANCHISEE'S AFFILIATES OR ANY THIRD PARTY WITH RESPECT TO THE CONSTRUCTION OF THE UNIT OR FRANCHISEE'S ACTIVITIES.

D. Signage. For commercial Approved Locations, Franchisee shall erect, prominently display and maintain advertising signs of such design, color, number, location, illumination and size as Franchisor may

reasonably require, subject only to local ordinances and Landlord restrictions. All such signs or sign faces, as the case may be, shall bear Franchisor's Proprietary Marks. Franchisee further agrees to obtain all necessary permits and to comply with all codes, regulations, or ordinances applicable to display of the required signage. Franchisee bears sole responsibility and liability for the maintenance and repair of all signs and compliance with all rules and laws. Franchisee shall not display any sign or signs not approved by Franchisor unless Franchisor shall give its prior written consent. Franchisee must comply with Franchisor's sign criteria, as more fully set forth in the Manual.

E. Refurbishing and Repairs. Franchisee agrees to affect such refurbishing of the Unit (in addition to regular maintenance and repair), as specified in this Franchise Agreement.

VIII. SUPPLIES, INVENTORY AND EQUIPMENT OBLIGATIONS OF FRANCHISEE.

A. Use of Proper Equipment, Fixtures, Furniture. Franchisee shall comply with all specifications for types of equipment, fixtures and furnishings used in the operation of the Franchise as provided in this Franchise Agreement. Franchisor may provide Franchisee with specifications for brands and types of any equipment, fixtures, displays, signs and decorating accessories required for the Franchise, which Franchisee must acquire at Franchisee's expense. Specifications may include minimum standards for design, appearance and local zoning, and other restrictions. Except for items bearing Franchisor's logos and/or Marks which Franchisee must purchase only from Franchisor or Franchisor-designated suppliers, Franchisee may purchase or lease original and replacement equipment, fixtures, furniture, sign and decorating materials and services meeting such specifications from any source, as approved by Franchisor, which approval shall not be unreasonably withheld, conditioned, or delayed.

B. Vehicles.

1. Generally. Franchisee shall comply with all specifications of vehicles to be used in the operation of the Franchise. Franchisor may provide Franchisee with specifications for model year, size, condition, and color. Franchisee may purchase or lease all vehicles meeting such specifications from any source.

2. Vehicle Signage. Franchisee shall install upon each vehicle used in the operation of the Franchise the signage of such design, color, number, location, and size as Franchisor may reasonably require, subject only to local ordinances. All such signs shall bear Franchisor's Proprietary Marks.

C. Computer Hardware and Software. Franchisee shall purchase and use a computer tablet which supports a software system for invoicing customers which is compatible with Franchisor's software systems. Franchisor should also purchase a laptop or desktop computer, with Internet access, QuickBooks capabilities and anti-virus software, and a multi-purpose copy/scan/facsimile machine. Franchisee may purchase each of these items from any vendor. Franchisee shall ensure Franchisor's unlimited access to the information and data generated by all computer hardware and software, which Franchisor may use to compile sales data, consumer trends, labor costs, and other such financial and marketing information as Franchisor may deem appropriate, and to perform audits and inspections (as hereinafter set forth), whether such access is accomplished in person, through the Internet or by other electronic means. Franchisor shall have the right to distribute such information and data on a confidential basis to any or all franchisees in the System and to any approved or prospective vendor, supplier, distributor, or manufacturer of Franchisor.

D. Telephone and Voicemail. Franchisee shall purchase and use a cellular telephone with full voicemail capabilities, which Franchisee shall use exclusively for the operation of the Franchise. Franchisee shall provide Franchisor with all telephone numbers of all telephones used by Franchisee in the operation of the Franchise, as they may be modified, from time to time. Franchisee shall not permit the voicemail on any telephone used in the operation of the Franchise to remain at capacity for more than twenty-four (24) consecutive hours, nor reach capacity more than once in any consecutive thirty (30) days.

E. Approved Products and Services. To assure a uniform, standardized image with which the public may associate the System and Franchisor's Proprietary Marks and Proprietary Products in their entirety, Franchisee shall sell all the products and services which Franchisor requires from time to time, and shall sell only those products which Franchisor approves (and does not thereafter disapprove) as meeting its uniform quality standards and specifications, except as, and only to the extent so, prevented or restricted by local laws, ordinances or applicable rules. All products, including all supplies and inventory, used in the operation of the Unit shall conform to Franchisor's specifications and quality standards. Franchisee shall, in the operation of the Unit, use products imprinted with the Proprietary Marks and Proprietary Products to the extent and as prescribed by Franchisor. Franchisor may, in its sole discretion, require that Franchisee use specific equipment, products, supplies, and inventory in the operation of its Franchise, and that any of the equipment, products, supplies and inventory be purchased exclusively from Franchisor or designated approved suppliers. Franchisor and any supplier may charge fees for shipping and handling of such items. Franchisor may change, add, or remove any distributor or manufacturer, in Franchisor's sole and absolute discretion, at any time and from time to time. Some suppliers are the exclusive supplier of designated equipment, products, supplies and/or inventory. Any equipment, supply, product, or material not approved by Franchisor as conforming to its specifications and quality standards must be submitted for examination and/or testing by Franchisor before use in Franchisee's Unit. Franchisor has the right from time to time and without notice to Franchisee to test or inspect the equipment, materials, products and/or supplies to determine whether they meet Franchisor's standards and specifications. Franchisor also reserves the right to inspect any equipment, materials, products and/or supplies on Franchisee's premises to determine whether they meet Franchisor's standards and specifications. Franchisor may charge Franchisee fees for testing and evaluating current approved and potential suppliers proposed by Franchisee and may impose limitations on the number of approved suppliers of any product.

F. Logo and Proprietary Items. Franchisee expressly acknowledges, agrees and understands that any and all logo products, supplies and materials, and all Proprietary Products, expressly including the equipment and chemicals used in the windshield repair services, each required by Franchisor and/or provided to Franchisee for and on behalf of Franchisor are proprietary, and that Franchisee is expressly restricted from using any such items outside of the operation of the Franchise for any purpose, whatsoever.

G. Co-Branding. Franchisor specifically reserves the right, at any time, to require Franchisee to Co-Brand with one or more non-competitive, related, or unrelated, businesses at the Unit. Co-Branding means that Franchisee will use all or a portion of the Unit to host one or more non-competitive businesses, which may or may not be related to Franchisor and that may operate simultaneously with the Unit to enhance overall customer patronage and business by expending the range of goods, services, or related products available. Because potential Co-Branding opportunities may vary by franchise location due to a variety of factors, including individual market demographics, economic conditions, or site-specific configuration, it is commercial impracticable, as of the Commencement Date, to determine the circumstances under which Co-Branding may be offered during the Term. Notwithstanding this uncertainty, Franchisee hereby acknowledges that Franchisee must consider and discuss with Franchisor the terms of any Co-Branding

opportunity that Franchisor presents at the time that such an opportunity arises.

H. Approved, Unapproved and Discontinued Products.

1. All equipment, products, inventory and supplies and any and all other items and materials used in the operation of the Franchise (collectively the “Products”) shall conform to the specifications and quality standards established by Franchisor from time-to-time.

2. Franchisee shall purchase all Products required for the operation of the Unit solely from suppliers (including manufacturers and distributors, who may be Franchisor) who demonstrate, to Franchisor’s continuing reasonable satisfaction, their ability to meet Franchisor’s standards and specifications for such Product(s); who possess adequate quality control and capacity to meet Franchisee’s needs properly and reliably; and whom Franchisor has approved in writing and not thereafter disapproved.

3. If Franchisee proposes to purchase or lease any Product or other item to be used in the operation of the Unit not previously approved by Franchisor, Franchisee shall first notify Franchisor in writing. Franchisor may require Franchisee to submit sufficient specifications, photographs, drawings, samples and/or other information to determine whether such Product meets Franchisor’s specifications. Franchisor shall advise Franchisee within thirty (30) days of receipt of all information as to whether such Product meets its specifications. If Franchisor does not provide Franchisee with written approval of Franchisee’s proposed Product (or supplier thereof), then Franchisee’s request shall be deemed denied. Franchisor may charge Franchisee any actual expenses incurred by Franchisor in reviewing, testing and/or analyzing such information and/or samples.

4. Franchisor reserves the right to inspect or have its representatives inspect a supplier’s facility and receive samples from the supplier to Franchisor or to an independent consultant designated by Franchisor, both during initial review and at any reasonable time thereafter for testing purposes.

5. Franchisor reserves the right, at its option, to revoke its approval of any Product and/or supplier upon its failure to continue to meet any of Franchisor’s criteria for standards and specifications, regardless of whether the basis for such failure is due to changes made by supplier or later implemented by Franchisor.

6. If Franchisor revokes its approval of any Product and/or supplier, Franchisor shall provide Franchisee with no less than thirty (30) days to dilute the revoked Product from its inventory or replace the revoked Product of equipment, fixture, except in an emergency, in which case Franchisee must immediately terminate its use thereof or replace the item, as necessary.

IX. PRE-OPENING OBLIGATIONS OF FRANCHISEE. In addition to the obligations set forth herein, prior to commencing operations of the Unit, Franchisee agrees to undertake and carry out diligently all of the following obligations:

A. Opening of SuperGlass Windshield Repair Unit. Franchisee shall open and commence operations of the Unit as soon as practicable after construction and/or build-out of the Unit Premises, but no event not later than six (6) months after the Commencement Date and approval by Franchisor of Franchisee. Prior to such opening, Franchisee shall have complied with all pre-opening procedures, as required by Franchisor. If Franchisee for any reason fails to commence operations as herein provided, unless Franchisee is precluded from doing so by Force Majeure, such failure shall be considered a default hereunder and Franchisor may

terminate this Franchise Agreement and retain Franchisee's Initial Franchise Fee and any other amount(s) paid to Franchisor hereunder as liquidated damages, and not as a penalty, as reimbursement for costs and/or expenses.

B. Pre-Opening Operational Requirements. As further clarification, and not as a means of limitation, prior to opening the Unit for business to the general public, Franchisee shall ensure that:

1. Franchisee purchased only from Approved Suppliers all required Products;
2. Franchisee obtained and shall maintain the telephone and electronic mail information provided to Franchisor and executed all assignment and/or powers of attorney for the same in favor of Franchisor;
3. Franchisee obtained all required insurance and complied with all insurance requirements and specifications;
4. Franchisee completed, to Franchisor's satisfaction, all preparations of the Unit in accordance with specifications set forth in the Manual;
5. Franchisee obtained all certificates, licenses, bonds, and permits necessary for the lawful operation of the Unit;
6. Franchisee, all named managers, and all named technicians complied with all pre-opening training requirements;
7. Franchisee and all required individuals fully and properly executed and submitted to Franchisor all covenants; and
8. Franchisee received Franchisor's approval to commence operations.

X. ONGOING OBLIGATIONS OF FRANCHISEE. In addition to the above-referenced pre-opening obligations and other obligations set forth in this Franchise Agreement, concurrent with the opening of the Unit and continuing throughout the term of this Franchise Agreement, Franchisee agrees to and shall undertake and carry out diligently all of the following obligations:

A. Ongoing Compliance with System.

1. Franchisee shall operate and manage its Unit within the System in accordance with the standards, specifications, instructions, and procedures as set forth in this Franchise Agreement and the then-current Manual, as amended. Franchisee acknowledges that Franchisor reserves the right, pursuant to the terms herein, to make changes to the System, and Franchisee agrees to be bound by any and all changes that may hereafter be made, with thirty (30) days written notice of the same. The changes may include revisions to the Manual, improvements, franchise procedures and operational refinements in the System, as well as revisions to Franchisor's management policies and product lines.

2. Franchisee specifically acknowledges and agrees that it shall not operate any other business and/or engage in any activity, in any manner, whatsoever, and specifically shall not permit the use of any vending or game displays and/or machines of any kind at the Approved Location which Franchisor has not previously approved in writing.

3. Franchisee shall place and display in any commercial Approved Location Premises, a conspicuous sign or plaque which indicates that “This SuperGlass Windshield Repair Unit is Independently Owned and Operated as a Franchise.”

4. Franchisee shall ensure the safety, maintenance, cleanliness, function and appearance of the Franchise and its equipment, fixtures, furniture, decor and signs and maintenance thereof.

5. Franchisee shall comply with all procedures regarding purchase of all Proprietary Products and logo items, including, but not limited to, any trademarked product line, copyrighted materials, and other inventory items.

6. Franchisee shall comply with all procedures and techniques regarding merchandising activities.

7. Franchisee shall comply with all requirements regarding the training, dress, general appearance, and demeanor of the Unit’s employees.

8. Franchisee shall keep the Unit open for business during the times and on the days so required by Franchisor, except as otherwise and only to the extent restricted by applicable laws, ordinances, rules, and regulations.

9. Franchisee shall use, retain, and timely submit all required standard forms.

10. Franchisee shall execute and not rescind, except as otherwise permitted by law or herein, all authorizations and consents required by Franchisor.

11. Franchisee shall comply with requirements for the type, quantity and variety of equipment, Trademarked Product Lines and Copyrighted Materials and logo and inventory items.

12. Franchisee shall comply with requirements for the use of signs, displays and similar items.

13. Franchisee shall comply with Franchisor’s procedures for handling customer complaints.

14. Franchisee shall comply with all mandatory specifications, standards, operating procedures and techniques and other rules prescribed from time-to-time by Franchisor in the Manual or otherwise communicated to Franchisee in writing. All references herein to this Franchise Agreement shall include all such mandatory specifications, standards and operating procedures and rules, as set forth in the Manual and otherwise.

B. Maintenance. Franchisee agrees to maintain the condition and appearance of any commercial Approved Location consistent with Franchisor’s standards for the image of a SuperGlass Windshield Repair Unit as an attractive, pleasant, and comfortable Unit. Franchisee agrees to effect such reasonable maintenance of each element of the Unit, as is required from time-to-time to maintain or improve the appearance and efficient operation of the Unit, including replacement of worn out or obsolete equipment and signs. If Franchisee fails or refuses to initiate within fifteen (15) days after receipt of such notice, and thereafter continue and promptly complete, a bona fide program to complete any required maintenance, Franchisor shall have the right, in addition to all other remedies, to effect such maintenance on behalf of Franchisee, without liability therefore, and Franchisee shall pay the entire costs thereof on demand.

C. Refurbishment. If at any time, in Franchisor's judgment the general state of repair or the appearance of the commercial Approved Location or Franchisee's equipment, vehicles, signs or decor does not meet Franchisor's standards, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct such deficiency. Franchisee agrees to effect such refurbishing of the Unit (in addition to Franchisee's regular maintenance and repair), within thirty (30) days of its receipt of notice from Franchisor, as Franchisor from time to time requires to maintain or improve the appearance and efficient operation of the Unit and/or to comply with Franchisor's standards and identity. Refurbishing may include: (1) replacing worn out or obsolete equipment, vehicles, signs and decor; (2) substituting or adding new or improved equipment, vehicles, signs and decor; and (3) repairing the interior and exterior of the commercial Approved Location. If Franchisee fails or refuses to initiate within thirty (30) days after receipt of such notice, and thereafter continue and promptly complete, a bona fide program to complete any required refurbishment, Franchisor shall have the right, in addition to all other remedies, to effect such refurbishment on behalf of Franchisee, without liability therefor, and Franchisee shall pay the entire costs thereof on demand. Franchisee's obligation to initiate and continue any required refurbishing shall be suspended during any period in which such maintenance is impossible due to war, civil disturbance or natural disaster or other event beyond Franchisee's reasonable control. Franchisee shall not be required to make aggregate expenditures for refurbishing in excess of three percent (3%) of Franchisee's Gross Sales within the most recent twenty-four (24) months or to effect any refurbishing of the Unit during the last twelve (12) months of the term of the Franchise, unless effectuated as a condition of renewal.

D. No Alteration to Franchise. Franchisee shall make no material alterations to the improvements or material replacements of or alterations to the equipment, vehicles, or signs of the Franchise without Franchisor's prior, written consent.

E. Authorized Products and Services. Franchisee shall offer for sale and sell all types of merchandise, products and/or services that Franchisor from time-to-time authorizes and will not offer for sale or sell any other category of merchandise, products or services or use the Franchise for any purpose other than the operation of a SuperGlass Windshield Repair Unit in full compliance with this Franchise Agreement. If Franchisee uses a commercial Approved Location, then Franchisee shall only conduct its Franchisee's SuperGlass Windshield Repair Franchised business therefrom. Franchisor, from time-to-time, may conduct market research and testing to determine the viability of new products and services. Franchisee agrees to cooperate by participating in such programs and by purchasing and promoting the sale of such test products, if required by Franchisor.

F. Sale of Trademarked or Copyrighted Product Lines. As designated by Franchisor, Franchisee shall carry an adequate supply and maintain a representative inventory of items and merchandise packaged under Franchisor's trademarks and/or copyrights, if any, and shall maintain, carry and promote such items and merchandise for sale to the general public to meet customer demands.

G. Licenses, Permits and Certificates. Franchisee shall secure and maintain in force all required licenses, permits, and certificates relating to the operation of the Franchise and shall operate the Unit in full compliance with all applicable laws, ordinances and regulations, including, without limitation, all government regulations relating to occupational hazards and health, consumer protection, equal opportunity, trade regulation, worker's compensation, unemployment insurance, withholding and payment of federal and state income taxes and social security taxes and sales, use and property taxes.

H. Products with the Proprietary Marks. Franchisee shall, in the operation of the Franchise, use and

display labels, forms and other paper products imprinted with the Proprietary Marks and colors as prescribed from time-to-time by Franchisor.

I. Direct Supervision of Franchise. Although Franchisee is not required to be directly involved with the management and operation of the Franchise, Franchisee is primarily responsible for ensuring that (1) Franchisor's standards of quality and competence are maintained; (2) Franchisee devotes Franchisee's best efforts to the establishment, operation, and maintenance of the Unit; (3) at least one individual who is trained and approved by Franchisor and who has successfully completed Management Training (to Franchisor's satisfaction) is active in the operation of the Unit; (4) only individuals who have been trained and approved by Franchisor and who have successfully completed Technical Training (to Franchisor's satisfaction) provide windshield repair services; and (5) the Unit is operated in strict accordance with Franchisee's standards, as set from time to time, including technical services, appearance, cleanliness, and professionalism. In each instance where Franchisee is more than one individual or an entity, each owner of the Franchise is personally and wholly responsible for ensuring compliance with the terms of this paragraph and with each requirement and covenant herein set forth.

J. Inventory and Supplies. Prior to the commencement of and throughout the operation of the Franchise, Franchisee shall adequately supply the Unit with the inventory and supplies in the manner that Franchisor prescribes, and any other items of the type, quantity and quality as specified by Franchisor in the Manual.

K. Use of Advertising and Promotional Activities. Franchisee shall conduct all advertising and promotional activities in a dignified manner, shall accurately promote, describe, and otherwise represent the products and services of the Franchise and shall only use advertising approved in writing by Franchisor prior to use by Franchisee. Franchisee agrees to refrain from any advertising or promotional practice that is unethical or may be injurious to the business or reputation of Franchisor or the goodwill associated with the Proprietary Marks.

L. Notice of Legal Proceedings. Franchisee shall notify Franchisor in writing within five (5) days of the receipt by Franchisee of actual or threatening notice of any action, suit, or proceeding, or of the issuance or the threatened issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation, financial condition, or reputation of the Franchise.

M. Internet Use. Franchisee shall not establish a web site on the Internet using any domain name containing the words "SuperGlass," "SuperGlass Windshield Repair," or any variation thereof without Franchisor's express, prior, written consent. Notwithstanding Franchisee's development of any Internet marketing or advertising, Franchisee acknowledges that Franchisor is the owner of all right, title and interest in and to such domain names and content set forth therein, as Franchisor shall designate. Franchisor retains the right to pre-approve Franchisee's use of linking and framing between Franchisee's web pages and all other web sites. Franchisee shall, within five (5) days of notice from Franchisor, dismantle any frames and links between Franchisee's web pages and any other web sites and de-activate any Internet website which Franchisor believes, in its sole and absolute discretion, to be improper.

Franchisee shall not participate in any Internet "Blog;" post notices, comments or opinions on any Internet social media or review site; nor engage in any similar form of display relating to or addressing any element or aspect of the Franchise System, Franchisor or Franchisee's Franchise and/or any other franchisee, licensee, or affiliate, in any manner, whatsoever.

N. Anti-Terrorism Laws. Franchisee and its principals agree to comply with and/or to assist Franchisor

to the fullest extent possible in Franchisor's efforts to comply with Anti-Terrorism Laws. In connection with such compliance, Franchisee and its principals certify, represent, and warrant that none of their property or interests is subject to being "blocked" under any Anti-Terrorism Law and that Franchisee and its principals are not otherwise in violation of any of any Anti-Terrorism Laws. Franchisee is solely responsible for ascertaining what actions it must take to comply with Anti-Terrorism Laws and specifically acknowledges and agrees that Franchisee's indemnification responsibilities set forth in this Agreement pertain to Franchisee's obligations under this paragraph N.

Anti-Terrorism Laws include: Executive Order 13324 issued by the President of the United States; the Terrorism Sanctions Regulation, Title 31, Part 595 of the U.S. Code of Federal Regulations; the Foreign Terrorist Organizations Sanctions Regulations, Title 31, Part 597 of the U.S. Code of Federal Regulations; the USA PATRIOT Act regulations, policies and lists; and all other requirements of any governmental authority, including, without limitation, the United States Department of Treasury Office of Foreign Asset Control and any other government agency with jurisdiction over the parties to this Agreement and/or their actions addressing or in any way relating to terrorist acts and/or acts of war. Franchisee certifies that it has no knowledge or information that, if generally known, would result in Franchisee, its principals, employees, agents, contractors, representatives, bankers or affiliates or anyone associated with Franchisee to be listed in the Annex. Any misrepresentation under this paragraph N or any violation of Anti-Terrorism laws by Franchisee, its principals, employees, agents, contractors, representatives, bankers and/or affiliates shall constitute grounds for immediate termination for cause of this and any other agreement Franchisee has entered with Franchisor or an affiliate of Franchisor in accordance with the terms of this Agreement. Franchisee and its principals certify that none of them, their respective employees, agents, contractors, representatives, bankers, affiliates, or anyone associated with them is listed in Annex to Executive Order 13224. Franchisee agrees not to hire (or, if already employed, maintain the employment of) any individual who is listed in the Annex. Franchisee can access a copy of the Annex on the Internet at: <http://www.treasury.gov/offices/enforcement/ofac/sanctions/terrorism.html>.

XI. **ADVERTISING AND MARKETING.** Recognizing the value of marketing and the importance of the standardization of advertising and promotion to the furtherance of the goodwill and the public image of SuperGlass Windshield Repair, Franchisee agrees as follows:

A. Franchisee shall use only Franchisor's advertising and marketing materials, techniques and concepts and none other unless Franchisee obtains Franchisor's prior, written consent. Franchisee is not required to expend any minimum amount on advertising on marketing; however, Franchisee hereby acknowledges that it shall be required to engage in diligent marketing efforts to procure regular business from its customers.

B. Franchisee may list and advertise the Franchise in the principal regular (White Pages) and the principal classified (Yellow Pages) telephone directories distributed within its Exclusive Territory, and in such directory categories as are approved by Franchisor.

C. Franchisee may place local advertising in any media it desires, provided that such advertising conforms to Franchisor's standards and requirements. Franchisee may not advertise the Franchise in connection with any other business, except with Franchisor's prior, written consent. Franchisee shall obtain Franchisor's prior approval of all advertising and promotional plans and materials that Franchisee desires to use at least thirty (30) days before the start of any such plans, unless Franchisor previously approved such plans and materials. Franchisee shall submit such plans and materials to Franchisor by personal delivery or through the mail, "Return Receipt Requested." Franchisee shall not use such plans or materials until they have

been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans and materials upon Franchisor's request. Any plans or materials submitted by Franchisee to Franchisor that have not been approved or disapproved in writing, within thirty (30) days of receipt thereof by Franchisor, shall be deemed disapproved.

XII. ACCOUNTING AND BOOKKEEPING.

A. Accounting and Bookkeeping Records. Franchisee shall maintain during the Term of this Franchise Agreement and preserve for a minimum of seven (7) years thereafter, full, complete accurate records of all sales, marketing activities, closeout sheets, payroll and accounts payable in accordance with the standard accounting system described by Franchisor in the Manual or otherwise specified in writing. Franchisor shall have the right to audit, inspect and review all such records, as hereinafter provided.

B. Submission of Reports and Financial Statements. During the Term of this Franchise Agreement, Franchisee shall, at its expense, timely submit to Franchisor (1) all reports mandated by Franchisor, fully and accurately, in the manner and as required by Franchisor, from time to time; (2) within fifteen (15) days of the end of each calendar month, on forms prescribed by Franchisor, a financial statement, which may be unaudited, for the preceding month, including both an income statement and balance sheet; (3) within sixty (60) days of the end of each calendar year, a complete financial statement for the said year, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with such other information in such form as Franchisor may require. Each financial statement shall be signed by Franchisee or by Franchisee's Treasurer or Chief Financial Officer, attesting that the statement is true and correct and prepared in accordance with Franchisor's requirements. Franchisee shall also submit to Franchisor its current financial statement and other forms, records, reports, information and data as Franchisor may reasonably designate, in the form, and at the times and the places reasonably required by Franchisor, upon request, and as specified from time-to-time in the Manual or otherwise specified by Franchisor in writing.

C. Corporate Franchisee. If Franchisee is a corporation prior to executing this Franchise Agreement or thereafter incorporates at any time during the term of this Franchise Agreement, the following requirements shall apply:

1. Franchisee shall promptly furnish to Franchisor copies of Franchisee's Articles of Incorporation or Charter, By-laws and other governing documents, and any Amendments thereto, copies of initial shareholder certificates and Shareholder Agreements, if any, Minutes of each Annual Meeting and the Resolutions of the Board of Directors authorizing entry into this Franchise Agreement as required by Franchisor and set forth in the Manual;

2. Franchisee shall maintain a current list of all shareholders of record and all beneficial owners of any class of stock of Franchisee and furnish such list to Franchisor as requested by Franchisor;

3. All shareholders of Franchisee shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of a Guaranty of Franchisee's Undertakings, as set forth in Exhibit "3," attached hereto and hereby incorporated by reference. However, the requirements of this subsection shall not apply to any corporation registered under the Securities Exchange Act of 1934 (a "Publicly-Held Corporation").

D. Limited Liability Company Franchisee. If Franchisee is a limited liability company prior to executing this Franchise Agreement or thereafter organizes at any time during the term of this Franchise Agreement, the

following requirements shall apply:

1. Franchisee shall promptly furnish to Franchisor copies of the Articles of Organization, the Operating Agreement, Minutes of each Annual Meeting, initial member certificates, if any, and the Resolutions of the Members authorizing entry into this Franchise Agreement as required by Franchisor and set forth in the Manual;

2. Franchisee shall maintain a current list of all members of record and furnish such list to Franchisor as requested by Franchisor;

3. All members shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of a Guaranty of Franchisee's Undertakings, as set forth in Exhibit "3".

E. Partnership Franchisee. If Franchisee is a partnership prior to executing this Franchise Agreement or thereafter forms at any time during the term of this Franchise Agreement, the following requirements shall apply:

1. Franchisee shall promptly furnish to Franchisor copies of the Partnership Agreement, Minutes of any Annual Meeting, initial partnership certificates, if any, and the Resolutions of the Partners authorizing entry into this Franchise Agreement as required by Franchisor and set forth in the Manual;

2. Franchisee shall maintain a current list of all partners of record and furnish such list to Franchisor as requested by Franchisor;

3. All partners shall jointly and severally guarantee Franchisee's performance hereunder and shall bind themselves to the terms of a Guaranty of Franchisee's Undertakings, as set forth in Exhibit "3".

XIII. TAXES, PERMITS AND INDEBTEDNESS.

A. Franchisee Must Pay Taxes Promptly. Franchisee shall promptly pay when due all taxes levied or assessed, including, without limitation, payroll, unemployment and sales taxes, and shall promptly pay when due all accounts and other indebtedness of any kind incurred by Franchisee in the conduct of the Franchise. Franchisee shall pay Franchisor an amount equal to any sales tax, gross receipts tax or similar tax imposed on Franchisor with respect to any payments to Franchisor required under this Franchise Agreement, unless the tax is credited against income tax otherwise payable by Franchisor.

B. Franchisee Can Contest Tax Assessments. If any bona fide dispute as to any liability for taxes assessed or other indebtedness arises, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the proper procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar liens, writ or warrant, or attachment by a creditor to occur against the premises of the Franchise or any improvements thereon.

C. Franchisee Must Comply with Laws. Franchisee shall, at Franchisee's expense, comply with all federal, state and local laws, rules, regulations and ordinances and shall timely obtain and shall keep in force as required throughout the term of this Franchise Agreement all permits, certificates and licenses necessary for the full and proper conduct of the Franchise, including, without limitation, any required permits, licenses to do business, fictitious name filings and registrations, sales tax permits, health inspections and fire clearances.

D. Franchisee Must Notify Franchisor of Lawsuits. Franchisee shall notify Franchisor in writing within five (5) days of notice of the commencement of, or against the threat of, any action, suit, or proceeding by or against Franchisee, and of the issuance of, or against 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 Franchise, including, without limitation, any criminal action or proceedings brought by Franchisee against its employees, customers, or other persons.

XIV. INSURANCE OBLIGATIONS.

A. Insurance Coverage. Franchisee must procure prior to commencing any operations of the Franchise and shall maintain in full force and effect during the term of this Franchise Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisor, Franchisee and their officers, directors, partners, agents, and employees, against any loss, liability, personal injury, death, property damage, or expense whatsoever arising from or occurring upon or in connection with operating the Franchise. All insurance policies required under this Franchise Agreement shall be written by an insurance company satisfactory to Franchisor, naming Franchisor as an additional insured, whenever possible, and shall include, at a minimum the coverage and policy limits set forth herein.

B. Specific Coverage and Amounts Required. Franchisor may amend all coverage and limit amounts, the categories of insurance and the qualifications of the insurance carrier, from time to time, by revision to and as set forth in the Manual, with no less than sixty (60) days written notice. Throughout the term of this Franchise Agreement, Franchisee shall maintain the following insurance coverage, with the specified limits and for the designated events, unless otherwise notified by Franchisor in writing:

1. Comprehensive general liability insurance with limits of liability of no less than \$2,000,000 per occurrence, covering premises, operations and products, including, but not limited to: personal injury liability, completed operations, employees as additional insureds, vandalism and fire legal liability/fire extended coverage;

2. Workers' Compensation and employer's liability insurance as prescribed by state law;

3. Hired and non-owned automobile coverage (as applicable) with limits of liability of no less than \$1,000,000 per occurrence, and with \$100,000 uninsured motorist; and

4. Such other insurance that may be required by the statutes or other laws of the state or any local governmental entity in which Franchisee's Franchise is located.

C. No Limitations on Coverage. Franchisee's obligations to obtain and maintain the foregoing insurance policies, in the policy limits set forth in the Manual, shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of all or any portion of its liability under the indemnity provisions set forth in this Franchise Agreement. Franchisee may maintain additional insurance.

D. Evidence of Coverage. Within ten (10) days of obtaining the insurance required by this Franchise Agreement and on each policy renewal date thereafter, Franchisee must promptly submit evidence of satisfactory insurance and proof of payment thereof to Franchisor, together with, upon request, copies of all policies and policy amendments and endorsements. Evidence of insurance shall include a statement by the

insurer that the policy or policies will not be cancelled or materially altered without giving Franchisor at least thirty (30) days prior, written notice.

E. Franchisor May Procure Insurance Coverage. Franchisee shall be in breach of this Franchise Agreement if Franchisee, for any reason, fails to procure and/or maintain the insurance required by this Franchise Agreement and/or the Manual. If Franchisee does not obtain and provide Franchisor with sufficient proof of the insurance required within ten (10) days of written notice from Franchisor, then Franchisor shall have the right and authority (but no obligation) to procure such insurance and to charge the same to Franchisee, which charges, together with no less than a twenty percent (20%) fee for Franchisor's costs and expenses, Franchisee shall pay immediately upon notice from Franchisor.

XV. RIGHTS RESERVED BY FRANCHISOR.

A. Modification of the System. Franchisee recognizes and agrees that from time-to-time hereafter Franchisor may change or modify the System, including the modification of the Manual, 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 merchandise and products, new inventory, new equipment requirements or new techniques; and that Franchisee will accept, use and display for the purpose of this Franchise Agreement any such changes in the System, as if they were originally a part of this Franchise Agreement. Franchisee will make expenditures as such changes or modifications in the System may reasonably require. Franchisee shall not change, modify or alter in any way any material aspect of the System, without Franchisor's prior, written consent.

B. Modification of Proprietary Marks. If it becomes advisable, at any time in Franchisor's sole discretion, for Franchisor and/or Franchisee to modify or discontinue use of the Proprietary Marks, and/or use one or more additional or substitute trade names, trademarks, service marks, or other commercial symbols, Franchisee agrees to comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of the Proprietary Marks. Franchisee agrees that any costs for modifying or changing the Proprietary Marks will be borne by Franchisee and such modification or change of Proprietary Marks will be completed by Franchisee within a reasonable period of time after notification by Franchisor.

C. Modification of Proprietary Equipment. If it becomes advisable, at any time in Franchisor's sole discretion, for Franchisor and/or Franchisee to modify or discontinue use of the Proprietary Equipment and/or use one or more additional or substitute pieces of equipment, Franchisee agrees to comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of the Proprietary Equipment. Franchisee agrees that any costs for modifying or changing the Proprietary Equipment will be borne by Franchisee and such modification or change of Proprietary Equipment will be completed by Franchisee within a reasonable period of time after notification by Franchisor.

D. Modification of Proprietary Chemicals. If it becomes advisable, at any time in Franchisor's sole discretion, for Franchisor and/or Franchisee to modify or discontinue use of the Proprietary Chemicals and/or use one or more additional or substitute chemicals or formulations, Franchisee agrees to comply with Franchisor's directions within a reasonable time after notice to Franchisee by Franchisor. Franchisor shall have no liability or obligation whatsoever with respect to Franchisee's modification or discontinuance of the Proprietary Chemicals. Franchisee agrees that any costs for modifying or changing the Proprietary

Chemicals will be borne by Franchisee and such modification or change of Proprietary Chemicals will be completed by Franchisee within a reasonable period of time after notification by Franchisor.

E. Franchisor's Right to Inspect. In order to preserve the validity and integrity of the Proprietary Marks and copyrighted materials licensed herein, and to assure that Franchisee is properly employing the same in the operation of its Franchise, Franchisor and/or its agents shall have the right to enter and inspect Franchisee's Franchise, Approved Location, Unit and business at all reasonable times and shall have the right to observe the manner in which Franchisee is rendering its products and services and conducting its operations. Franchisor and/or its agents shall have the right to confer with Franchisee's employees and customers and to inspect equipment and related merchandise, trademarked product lines, proprietary items, and other merchandise, equipment, supplies and inventory for evaluation purposes to make certain that the equipment and related merchandise, trademarked product lines, proprietary items, and other merchandise, equipment, supplies, inventory, services and operations are satisfactory and meet the quality control provisions and performance standards established by Franchisor from time-to-time.

As part of inspections, Franchisor and any designated representative have the right, at any time during business hours and without prior notice to Franchisee, to: (1) inspect the Franchisee and related activities and items and record the same; (2) remove samples for testing and analysis; (3) interview personnel and customers; and (4) conduct inventories. Franchisee shall cooperate fully in connection with such inspections. Franchisor may require Franchisee to meet at any location Franchisor specifies, to discuss and review the Franchisee operations, financial performance and other related matters.

F. Franchisor's Right to Audit. Franchisor and any designated representative have the right at any time during business hours and without prior notice to Franchisee to inspect and/or audit business records relating in any way to Franchisee's Unit and the books and records of any person(s), corporation or partnership which holds, or does business with, the Franchise. Such business records may include, but are not limited to, bookkeeping and accounting records, sales and income tax records and returns, invoices, and deposit receipts.

In addition to the right to audit and inspect as herein provided, Franchisee hereby expressly grants Franchisor access to all of Franchisee's computer systems and information, whether in person, through the Internet or by other electronic mechanism, at all times upon request and/or as part of an audit or inspection of the Franchise.

Franchisor's right to audit and inspect specifically includes the right to access all computers and other equipment by electronic means. Franchisee shall cooperate fully with such audit. Notwithstanding any provision to the contrary in this Franchise Agreement or otherwise, Franchisor's audit rights shall continue in effect for two (2) years after the transfer or Termination, arising out of any cause or reason, whatsoever and without exception, of this Franchise Agreement and/or any renewal franchise. Franchisor's failure to conduct an audit shall not act as a waiver of any rights or constitute a lack of diligence for purposes of the delayed discovery doctrine or otherwise.

If any inspection or audit discloses an understatement of Gross Revenues, including a failure to report or properly account for any product and/or service provided hereunder, Franchisee must pay to Franchisor the amounts due, plus interest from the date originally due until the date of payment. Franchisor may require Franchisee to reimburse Franchisor for the cost of the inspection or audit, including, without limitation, the charges of any independent accountants, and related travel and per diem charges for Franchisor, its agents

and/or employees, if (1) any inspection or audit is necessary because of Franchisee's failure to timely furnish required information/reports; or (2) Franchisee understates Gross Revenues for any applicable reporting period by more than three percent (3%). In addition to all other remedies and rights hereunder or under applicable law, Franchisor may Terminate this Franchise Agreement if (1) Franchisee understates Gross Revenues for any applicable reporting period by more than five percent (5%); (2) Franchisee understates Gross Revenues by more than three percent (3%) for more than two (2) applicable reporting periods within any consecutive eighteen (18) months; or (3) Franchisor reasonably determines that any understatement is intentional.

XVI. PROPRIETARY MARKS.

A. Franchisor's Ownership of Proprietary Marks. Franchisee acknowledges and agrees that Franchisor is the owner of the Proprietary Marks, and that Franchisee's right to use the Proprietary Marks is derived solely from this Franchise Agreement and is limited to the conduct of the business by Franchisee pursuant to and in compliance with this Franchise Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor from time-to-time during the term of this Franchise Agreement. Any unauthorized use of the Proprietary Marks by Franchisee is a breach of this Franchise Agreement and an infringement of the rights of Franchisor in and to the Proprietary Marks. Franchisee acknowledges and agrees that all use and any goodwill established by Franchisee's use of the Proprietary Marks shall inure to the exclusive benefit of Franchisor, and that this Franchise Agreement does not confer any goodwill or other interests in or to the Proprietary Marks upon Franchisee. Franchisee shall not, at any time during the term of this Franchise Agreement, or after its termination or expiration, contest the validity or ownership of any of the Proprietary Marks or assist another person in contesting the validity or ownership of any of the Proprietary Marks. All provisions of this Franchise Agreement applicable to the Proprietary Marks apply to any additional trademarks, service marks, and commercial symbols authorized for use by and licensed to Franchisee by Franchisor after the date of this Franchise Agreement.

B. Franchisee's Use of Proprietary Marks. Franchisee shall not use any of Franchisor's Proprietary Marks, or any part, portion, variation or deviation thereof, as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, nor shall Franchisee use any Proprietary Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee agrees to give such notices of trademark and service mark registrations as Franchisor specifies and to obtain such fictitious or assumed name registrations as may be required under applicable law or as requested by Franchisor. Franchisee shall not use any of the Proprietary Marks in any manner that Franchisor has not specified or approved in advance.

C. Unauthorized Use of Proprietary Marks. Franchisee shall immediately notify Franchisor in writing of any apparent infringement of or challenge to Franchisee's use of the Proprietary Marks, of which Franchisee becomes aware, and of any claim by any person of any right in the Proprietary Marks or any similar trade name, trademark, or service mark of which Franchisee becomes aware. Franchisee shall not directly or indirectly communicate with any person other than Franchisor and its counsel in connection with any such infringement, challenge, or claim. Franchisor shall have sole discretion to take such action as it deems appropriate and shall have the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of such infringement, challenge or claim or otherwise relating to the Proprietary Marks. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor in any such litigation, U.S. Patent and Trademark Office proceeding, or other administrative proceeding or to otherwise protect and

maintain Franchisor's interests in the Proprietary Marks.

XVII. PROPRIETARY PRODUCTS.

A. Franchisor's Ownership of Proprietary Products. Franchisee acknowledges and agrees that Franchisor is the owner of the Proprietary Products, and that Franchisee's right to use the Proprietary Products is derived solely from this Franchise Agreement and is limited to the conduct of the business by Franchisee pursuant to and in compliance with this Franchise Agreement and all applicable standards, specifications, and operating procedures prescribed by Franchisor from time-to-time during the term of this Franchise Agreement. Any unauthorized use of the Proprietary Products by Franchisee is a breach of this Franchise Agreement and an infringement of the rights of Franchisor in and to the Proprietary Products. Franchisee acknowledges and agrees that all use and any goodwill established by Franchisee's use of the Proprietary Products shall inure to the exclusive benefit of Franchisor, and that this Franchise Agreement does not confer any goodwill or other interests in or to the Proprietary Products upon Franchisee. Franchisee shall not, at any time during the term of this Franchise Agreement, or after its termination or expiration, contest the validity or ownership of any of the Proprietary Products or assist another person in contesting the validity or ownership of any of the Proprietary Products. All provisions of this Franchise Agreement applicable to the Proprietary Products apply to any additional items of décor, inventory, supplies, promotional and other items authorized for use by and licensed by Franchisor to Franchisee for use in the operation of the Franchise after the date of this Franchise Agreement.

B. Franchisee's Use of Proprietary Products. Franchisee shall not use any of Franchisor's Proprietary Products licensed hereunder by Franchisor, or any part, portion, variation or deviation thereof, for any purpose other than those authorized hereunder, designated in the Manual and expressly in the operation of the Franchise.

C. Purchase of Proprietary Products. Franchisee may be obligated to purchase certain products, supplies and equipment from Franchisor, a Franchisor affiliate and/or certain designated suppliers during the term of this Franchise Agreement to use in the operation of the Franchise.

XVIII. COVENANTS.

Initials: ____ A. Non-Disclosure Covenant. Franchisee specifically acknowledges that, pursuant to this Franchise Agreement, Franchisee will receive valuable training and confidential information, including, without limitation, Confidential Information, Trade Secrets, information regarding promotional, operational, sales and marketing methods and techniques of Franchisor and the System. Consequently, Franchisee expressly agrees as follows:

1. Definitions. For purposes of this Franchise Agreement:

a. "Confidential Information" means any information or data, other than "Trade Secrets" (as defined below), that is of value and treated as confidential by Franchisor, including, without limitation, any information designated as a Trade Secret by Franchisor, but which is ultimately determined, under applicable law, not to constitute a "trade secret," provided that same otherwise meets the definition of Confidential Information. **FRANCHISEE ACKNOWLEDGES THAT THE TERMS OF THIS FRANCHISE AGREEMENT AND THE MANUAL ARE CONFIDENTIAL INFORMATION.**

b. “Trade Secrets” means any information, without regard to form, related to Franchisor, and Franchisor’s Affiliates, including technical or non-technical data, a formula (including, without limitation, a food formula), a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, formulae and specifications for designated products, methods of inventory control, operational systems, management techniques, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. To the extent that applicable law mandates a definition of “trade secret” inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.

2. Franchisee’s Agreement Not to Disclose. Franchisee acknowledges that Franchisee may be exposed to certain Confidential Information and Trade Secrets of Franchisor during the term of the Franchise Agreement, and that Franchisee’s unauthorized use or disclosure of such information or data could cause immediate and irreparable harm to Franchisor. Accordingly, except to the extent that it is necessary to use such information or data to perform Franchisee’s express obligations under this Franchise Agreement, Franchisee shall not (and shall take diligent measures to ensure that none of its employees or other personnel shall), without the express prior written consent of Franchisor, publish, disclose, transfer, release or divulge to any other person or entity, or use or modify for use, directly or indirectly, in any way for any person or entity:

a. any of the Confidential Information during the term of this Franchise Agreement and for a period of two (2) years after the termination of this Franchise Agreement; and

b. any of the Trade Secrets at any time during which such information shall constitute a Trade Secret before or after termination of this Franchise Agreement. The Parties acknowledge and agree that Franchisor’s Trade Secrets include but are not limited to: product marketing and promotional techniques and plans; financial data and plans; and any components of the System that fall within the definition of “Trade Secret.” THE PARTIES ACKNOWLEDGE AND AGREE THAT FRANCHISOR’S CONFIDENTIAL INFORMATION INCLUDES BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS FRANCHISE AGREEMENT; THE CONTENTS OF THE MANUAL (EXCEPT FOR ANY INFORMATION IN THE MANUAL THAT WOULD CONSTITUTE A “TRADE SECRET”); AND ANY COMPONENT OF THE SYSTEM THAT DOES NOT CONSTITUTE A “TRADE SECRET” BUT THAT OTHERWISE MEETS THE DEFINITION OF “CONFIDENTIAL INFORMATION.”

Franchisee covenants that it will never divulge to or use for the benefit of any person, association or entity outside of the SuperGlass Windshield Repair System any information or knowledge concerning customers or the methods, promotion, advertising, products or any other systems or methods of operation of Franchisor’s business or that of Franchisor’s franchises which Franchisee may have acquired by virtue of its operations under this Franchise Agreement, and which are considered to be Confidential Information, Proprietary Information or Trade Secrets; nor will Franchisee do any deliberate act prejudicial or injurious to Franchisor’s goodwill or name. Information furnished by Franchisee to its employees shall be reasonably limited to that which directly relates to such employee’s duties and assists in the proper performance of such duties.

Franchisee may disclose the proprietary information only to such of its employees, agents and representatives as must have access to it in order to operate the Franchise. Franchisee shall execute and ensure

that each of its managers and assistant managers execute Franchisor's Management Confidentiality Agreement, in the form and manner as that set forth in Exhibit "5," attached hereto and hereby incorporated by reference. Franchisee shall not disclose, or permit the disclosure of, any Confidential Information or Trade Secret to any employee (including, without limitation, Franchisee's manager and assistant managers) until Franchisee and that person execute and Franchisee delivers the executed confidentiality agreement to Franchisor. Franchisor shall be a third-party beneficiary of such confidentiality agreements entered into by Franchisee with its employees and shall have the right to enforce its provisions independently of Franchisee.

If Franchisee is subject to a subpoena or court order relating to any of the Confidential Information, Proprietary Information or Trade Secrets, then Franchisee shall immediately notify Franchisor and provide Franchisor with the opportunity to contest the subpoena or court order, as applicable, to protect its rights.

Initials: _____ B. Non-Competition Covenant.

1. Definitions. The phrase "Competitive Business" means any business enterprise that operates a business specializing in repairing windshields and providing other related services, that is the same as or similar to the Franchise, as such may evolve over time.

2. Franchisee's Agreement Not to Compete. Acknowledging that Franchisor would be unable to protect its Trade Secrets and Confidential Information against unauthorized use and would be unable to encourage a free exchange of ideas and information among SuperGlass Windshield Repair franchisees if franchisees and their owners were permitted an unrestricted right to hold interests in or perform services for any Competitive Business, Franchisee expressly agrees that:

a. Franchisee shall not, during the term of this Franchise Agreement, on Franchisee's own account or as a shareholder, partner, member or other owner, officer, director, manager, agent, representative, employee or consultant of any person (including, without limitation, any entity) own, operate, lease, franchise, license, conduct, manage, engage in, be connected with, have any interest in, advise or assist any person (including, without limitation, any entity) engaged in any business enterprise which operates a Competitive Business at the Approved Location and/or within a twenty (20) mile radius of the Approved Location or any other then-existing SuperGlass Windshield Repair location.

b. Franchisee shall not, for a continuous uninterrupted period of two (2) years commencing upon the expiration or termination of this Franchise Agreement (regardless of the cause for termination), on Franchisee's own account or as a shareholder, partner, member or other owner, officer, director, manager, agent, representative, employee or consultant of any person (including, without limitation, any entity) own, operate, lease, franchise, license, conduct, engage in, be connected with, have any interest in, or assist any person (including, without limitation, any entity) engaged in any Competitive Business at the Approved Location, within a radius of twenty (20) miles of the Approved Location nor within a twenty (20) mile radius of any other SuperGlass Windshield Repair location existing on the date of expiration or termination.

As a condition to Franchisor entering into this Franchise Agreement, and from time-to-time during the term of this Franchise Agreement, Franchisee shall cause each owner of an Equity and/or Profits Interest in Franchisee to promptly execute and deliver to Franchisor a non-competition agreement in substantially the form of Exhibit "4."

The restrictions on competition set forth in this Section XVIII(B) shall not apply to ownership by Franchisee of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held

corporation.

Initials: ____ C. Non-Solicitation Covenant. Throughout the Term of this Franchise Agreement, Franchisee shall not interfere with the employees and agents of Franchisor in the performance of such employees' and agents' duties. Franchisee also agrees that it shall not, during the term of this Franchise Agreement and for a period of twelve (12) months thereafter, either directly or indirectly, on Franchisee's own behalf or in the service or on behalf of others, solicit, divert, or hire away, or attempt to solicit, divert, or hire away to any Competitive Business any person who is an employee of Franchisor or any of Franchisor's other franchisees, whether or not the employee is a full-time or temporary employee, and whether or not the employment is pursuant to written agreement and whether or not the employment is for a determined period or is at-will.

Initials: ____ D. Non-Interference Covenant. During the term of this Franchise Agreement and for a period of twelve (12) months thereafter, Franchisee shall not, either directly or indirectly, on Franchisee's own behalf or in the service or on behalf of others, solicit, divert or induce any change in, or attempt to solicit, divert or induce any change in, the transacting of any business with Franchisor or any other franchisee of Franchisor by any customer or client.

Initials: ____ E. Covenants by Others. Franchisor may require each of Franchisee's or Franchisee's principles' spouses and children and Franchisee shall require each of its officers, directors, managers, assistant managers and other primary employees with comparable duties and responsibilities to enter into an agreement in a form satisfactory to Franchisor containing covenants precluding each such person from (1) competing with any of Franchisor's franchisees; (2) soliciting, diverting or hiring away (or attempting same) any employee of Franchisor and any franchisee of Franchisor; (3) soliciting, diverting or inducing any change in (or attempting same) the transacting of any business with Franchisor or any other franchisee of Franchisor by any customer; (4) disclosing or using for the benefit of any party outside of the SuperGlass Windshield Repair System any information or knowledge concerning customers, or the methods, promotion, advertising or any other systems or methods of operation of Franchisor's business or that of Franchisor's franchisees which said individual may acquire by virtue of employment or association with Franchisee and which are considered to be Confidential Information, Proprietary Information and/or Trade Secrets; and (5) doing any deliberate act prejudicial or injurious to Franchisor's goodwill or name, during employment and/or association with Franchisee and for a period of twelve (12) months after employment termination, to the full extent permitted by applicable law; which agreement must contain explicit provisions that Franchisor is a third party beneficiary thereof and must be signed by such persons no later than contemporaneously with their commencement of duties with Franchisee or must otherwise provide sufficient legal consideration. Franchisee shall furnish a duplicate of each such agreement to Franchisor promptly upon assumption of duties by each such person.

Initials: ____ F. Ownership of Patent Rights, Copyrights and Newly Developed Products and Services. Franchisor does not own rights in or to any patents that are material to the Franchise. However, Franchisor claims a copyright in the Manual and certain marketing, sales, and operations literature. Furthermore, Franchisor does claim rights to certain Trade Secrets and Confidential Information as addressed herein. Franchisee must fully and promptly disclose to Franchisor all ideas, names, concepts, methods and techniques relating to the development, operation or promotion of the Franchise conceived or developed by Franchisee or by Franchisee's employees during the Term of this Franchise Agreement. Franchisor has the perpetual right to use and authorize other of its franchisees in the System to use such ideas, names, concepts, methods and techniques and, if incorporated into Franchisor's System for the development, operation or promotion of its Units, such ideas, names, concepts, methods and techniques

become the sole and exclusive property of Franchisor, without any consideration to Franchisee, in as much as they are derivative ideas or products of Franchisor's Proprietary Information.

Initials: ____G. Injunctive Relief Available to Franchisor. This Franchise Agreement is entered into between the parties with the full knowledge of its nature and extent, Franchisee hereby acknowledging that the qualifications for a franchise by Franchisor are special unique and extraordinary, and that Franchisor would not enter into this Franchise Agreement except upon condition that each restrictive covenant be embodied herein and that, as such, they be enforceable, upon a breach by Franchisee, by injunctive relief. The above-mentioned provisions shall be applicable to and binding upon all corporate officers and/or shareholders, members and partners of and/or other individuals with a beneficial interest in Franchisee, as the case may be.

Franchisee acknowledges that any failure to comply with any of the requirements and/or covenants contained in this Section of this Franchise Agreement will cause Franchisor irreparable injury, and Franchisor shall be entitled to obtain specific performance of, or an injunction against any violation of, such requirements to remedy such breach in addition to and not in lieu of any other remedy Franchisor may have. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining specific performance of, or an injunction against, any violation of the requirements of this Franchise Agreement. The foregoing remedies shall be in addition to any other legal or equitable remedies that Franchisor may possess. Franchisor shall not be required to post a bond in excess of One Thousand Dollars (\$1,000) or other security with respect to obtaining injunctive relief.

Initials: ____H. Covenants Are Independent. The parties agree that each of the foregoing covenants shall be construed to be independent of any other covenant or provision of this Franchise Agreement. If all or any portion of the covenants in this Section of this Franchise Agreement are held to be unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resultant covenant were separately stated in and made a part of this Section of this Franchise Agreement.

Initials: ____I. Claims and Defenses to and Reasonableness of Covenants. Franchisee expressly agrees that the existence of any claim it may have against Franchisor, whether or not arising from this Franchise Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants of this Section. Franchisee further agrees that Franchisor shall be entitled to set off from any amount owed by Franchisor to Franchisee any loss or damage to Franchisor resulting from Franchisee's breach of this Section

Franchisee acknowledges and agrees that the type and period of restrictions imposed by the covenants in this Section are fair and reasonable, limited in scope and not intended to prevent Franchisee from being able to procure gainful employment nor from continuing in the same type of business as that conducted by Franchisor. The restrictions are the essence of Franchisor's ability to protect itself from the competitive advantage obtained by Franchisee, and Franchisee's detrimental use of information and relationships paid for and developed by Franchisor.

XIX. ASSIGNMENT.

A. Assignment by Franchisor. Franchisor may freely transfer or assign, in its absolute discretion, all or part of its rights or obligations under this Franchise Agreement to any assignee or other legal successor to the interests of Franchisor who agrees to assume the obligations hereunder.

B. Assignment by Franchisee.

1. The rights and duties created by this Franchise Agreement are personal to Franchisee. Accordingly, except as otherwise permitted herein, neither Franchisee nor any owner of an equity interest in Franchisee shall, without Franchisor's prior, written consent, directly or indirectly, sell, assign, transfer (including, without limitation, any transfer occurring by *inter-vivos* transfer, upon death, by testamentary disposition or pursuant to the laws of interstate succession), convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in this Franchise Agreement or any equity interest in Franchisee. Any such purported transfer or assignment occurring by operation of law or otherwise without Franchisor's prior, written consent is a breach of this Franchise Agreement by Franchisee and shall be null and void. Franchisee shall not, without first complying with the Right of First Refusal provided herein and without obtaining Franchisor's prior, written consent, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer the Franchise or any part thereof, including, without limitation, Franchisee's leasehold interest in the premises at which the Unit is located or any of the equipment, fixtures, furniture, interior and exterior signs, displays, decorating accessories, advertising materials, inventory and other items of real or personal property used in connection with the operation of the Unit.

2. For all proposed transfers or assignments of this Franchise Agreement and for all proposed transfers or assignments of any equity interest in Franchisee, Franchisor will not unreasonably withhold its consent to any transfer or assignment which are subject to the restrictions of this Section of this Franchise Agreement; provided, however, Franchisor shall not be required to give its consent unless all of the following conditions are met prior to the date of the proposed transfer or assignment:

a. Upon the execution of this Franchise Agreement and upon each direct or indirect transfer of an interest in this Franchise Agreement or any equity interest in Franchisee, Franchisee shall, within five (5) days prior to such transfer, furnish Franchisor with an estoppel agreement indicating any and all causes of action that Franchisee may have against Franchisor or stating that none exist, and a list of all persons having an equity interest in Franchisee and the percentage ownership interest(s) thereof and the names of all officers, directors, managers or others in such form as Franchisor may require;

b. Franchisee is not in default under the terms of this Franchise Agreement, the Manual or any other obligations owed to Franchisor, and all of Franchisee's then-due monetary obligations to Franchisor and Franchisor's affiliates have been paid in full;

c. Franchisee and all persons owning an equity interest in Franchisee shall have executed a general release in a form prescribed by Franchisor of any and all claims and causes of action, if any, against Franchisor and Franchisor's affiliates, and their respective officers, directors, agents, representatives and employees;

d. The transferee/assignee has demonstrated to Franchisor, in Franchisor's sole and absolute discretion, that the transferee/assignee meets all of the then-current requirements for new franchisees and possesses good moral character and reputation, satisfactory credit ratings, acceptable business qualifications and the ability to fully comply with the terms of this Franchise Agreement;

e. The transferee/assignee enters into a new Franchise Agreement, if so requested by Franchisor, and enters into any and all agreements with Franchisor that are being required of all new franchisees, including a guaranty agreement, or any other agreement which may require payment of

different or increased fees from those paid under this Agreement;

f. The transferee/assignee executes such other documents as Franchisor may require, including, without limitation, a new franchise agreement (with appropriate modifications to reflect the fact that said franchise agreement is entered into in connection with a transfer or assignment of this Franchise Agreement) in the form of the then-current franchise agreement used by Franchisor to assume all of the obligations of this Franchise Agreement, to the same extent, and with the same effect, as previously assumed by the assignor;

g. The transferee/assignee, the manager, assistant managers, and other employees responsible for the operation and management of the Unit have satisfactorily completed Franchisor's then-current training program;

h. The transferee/assignee does not operate, or participate or own an interest in, directly or indirectly, an entity that operates a Competitive Business and conducts no business other than operating the Unit;

i. Franchisor has been paid a transfer fee equal to fifty percent (50%) of the then-current Initial Franchise Fee imposed by Franchisor under its then-current Franchise Agreement;

j. If the transferee/assignee is a business entity, the transferee/assignee shall cause all shareholders, partners, members, and other owners of such entity, as the case may be, to jointly and severally guarantee the transferee's/assignee's payment and performance under this Franchise Agreement by executing and delivering a guaranty agreement in form and substance satisfactory to Franchisor;

k. If the transferee/assignee is a business entity, all issued and outstanding share certificates or other certificates evidencing the ownership of any interest in such entity shall bear a legend in substantially the following form:

“THE OWNERSHIP INTERESTS EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN TERMS, CONDITIONS AND RESTRICTIONS CONTAINED IN A FRANCHISE AGREEMENT BETWEEN _____ AND SUPERGLASS WINDSHIELD REPAIR, INC., DATED _____, 202__”;

l. Franchisor shall have the right to impose such additional conditions to its consent to any such proposed transfer or assignment as Franchisor may deem reasonably necessary under the circumstances, including, without limitation, the temporary closure of the Unit to bring it into compliance with Franchisor's then-current standards;

3. Consent to a transfer or assignment by Franchisor shall not constitute a waiver of any claims it may have against the transferring party arising out of this Franchise Agreement or otherwise. Anything in this Franchise Agreement to the contrary notwithstanding, if Franchisee transfers this Franchise Agreement to an entity formed by Franchisee in which Franchisee owns more than fifty-one percent (51%) of each class of the outstanding voting equities, then Franchisee is not required to pay to Franchisor the Assignment or Transfer Fee set forth in this Franchise Agreement.

C. Franchisor's Right of First Refusal. If Franchisee desires to accept a bona fide offer from a third party to purchase Franchisee's interest in the Franchise, or substantially all the assets of the Franchise, or if Franchisee desires to sell the Franchise or substantially all the assets of the Franchise and has found a willing

buyer therefore, Franchisee shall notify Franchisor in writing of such offer and shall offer to sell the same to Franchisor upon the same terms and conditions, and shall provide such information and documentation relating to such offer as Franchisor requires. Franchisor shall have the option, exercisable within thirty (30) days after the receipt of such offer and other information and documentation, to send written notice to Franchisee that Franchisor intends to purchase such property on the same terms and conditions offered by or to the third party, or the cash equivalent thereof, at Franchisor's option. If Franchisor elects to purchase such property, closing shall occur within ninety (90) days after the end of such thirty (30) day period. If Franchisor does not exercise its election to purchase within such thirty (30) day period, Franchisee may sell or transfer such property to a third party; provided that such sale or transfer is made within ninety (90) days after the end of such thirty (30) day period, that such sale or transfer is made at a price and on terms no more favorable than those offered to Franchisor, that all applicable requirements of this Section of this Franchise Agreement are met, and that the purchaser agrees that after such sale or transfer, the Unit shall continue to be operated under the Proprietary Marks and using the System. Franchisee may not sell the Unit or assets of the Unit, except in conjunction with a sale of the remaining franchise rights and obligations licensed under and including this Franchise Agreement.

D. Transfer upon Death or Mental Incapacity. In addition to, and not in limitation of, the provisions of this Section, upon the death or mental incapacity of Franchisee or any owner of an equity interest in Franchisee, the executor, administrator, or personal representative of that person must transfer his or her interest in this Franchise Agreement or Franchisee, as the case may be, to a third party approved by Franchisor within ninety (90) days after death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, will 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 such deceased person are unable to meet the conditions contained in this Franchise Agreement, the personal representative of such deceased person shall have a reasonable time in Franchisor's sole discretion to dispose of the decedent's interest, which disposition will be subject to all the terms and conditions for transfer contained in this Franchise Agreement. If the interest is not disposed of within a reasonable time (as determined by Franchisor in its sole discretion), Franchisor may terminate this Franchise Agreement, reserving all rights and remedies contained herein.

XX. OPERATION IN THE EVENT OF ABSENCE, INCAPACITY OR DEATH.

To prevent any interruption of the business of the Franchise which would cause harm to said business and thereby depreciate the value thereof, if Franchisee is absent, incapacitated or dies, and is not, therefore, in Franchisor's sole judgment, able to operate the Franchise; Franchisee authorizes Franchisor to operate the Franchise and Unit, as necessary, as long as Franchisor deems practical, and without waiver of any other rights or remedies Franchisor may have under this Franchise Agreement. Franchisor shall not be obligated to operate the Franchise more than ninety (90) days. Franchisor shall keep all monies earned from its operation of the Franchise in a separate account and shall charge to and pay out of said account all related expenses, including reasonable compensation and expenses for Franchisor's representative(s). Franchisor shall provide Franchisee (or its lawful representative) with monthly profit and loss statements upon request. Franchisee expressly agrees to indemnify and hold harmless Franchisor and any representative of Franchisor who may act hereunder, from any and all claims arising from the acts and omissions of Franchisor and its representative arising out of Franchisor's, and that of its representatives, agents, etc., operation of the Franchise, except those arising out of Franchisor and/or Franchisor's representatives' improper intentional acts.

XXI. TERMINATION OF FRANCHISE.

A. By Franchisee. If Franchisee is not in default under this Franchise Agreement and Franchisor

materially breaches this Franchise Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof from Franchisee, or commence and diligently pursue cure in the case of a breach which cannot by its very nature be cured within said thirty (30) days, then Franchisee may terminate this Franchise Agreement and Franchise granted hereby effective thirty (30) days after delivery to Franchisor of notice thereof. Any termination of this Franchise Agreement by Franchisee without complying with the foregoing requirements or for any reason other than a material breach of this Franchise Agreement by Franchisor and Franchisor's failure to cure such material breach within thirty (30) days after receipt of written notice thereof shall be deemed a termination by Franchisee without cause. Upon Franchisee's termination for cause, Franchisee shall still be required to comply with all of Franchisee's post-termination obligations as herein set forth.

B. By Franchisor.

1. Generally. Franchisee acknowledges that the strict performance of all the terms of this Franchise Agreement is necessary not only for Franchisor's protection, but also for the protection of Franchisee, other franchisees of Franchisor and the System as a whole. As a result, Franchisee acknowledges and agrees that strict and exact performance by Franchisee of each of the covenants and conditions contained in this Franchise Agreement is a condition precedent to the continuation of this Franchise Agreement. If Franchisee breaches any provision of this Franchise Agreement, other than a monetary default, then Franchisor shall notify Franchisee in writing of such breach, specifying its nature and giving Franchisee thirty (30) days in which to remedy same. If Franchisee fails to remedy such breach during said thirty (30) days (or commence and diligently pursue cure of such breach in the case of a breach which, cannot by its nature be cured within said thirty (30) days), then Franchisor may terminate this Franchise Agreement and the Franchise licensed hereunder, effective immediately upon receipt by Franchisee of notice of termination. In the case of a monetary default by Franchisee, Franchisor shall provide notice to Franchisee of the default and Franchisee must cure the default within ten (10) days of receipt of notice.

2. Termination of Franchise without Cure. Notwithstanding the foregoing, if Franchisee is in breach of this Franchise Agreement, Franchisor, at its option, may terminate this Franchise Agreement and all rights granted under it, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisor notifying Franchisee in writing of such breach, if Franchisee:

a. abandons, surrenders, or transfers control of the operation of the Franchise or fails to operate the Unit continuously and actively, unless precluded from doing so by damage to the premises of the Franchise due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Franchisee's reasonable control;

b. consistently (meaning more than twice in any twelve (12) month period) fails or refuses to submit when due any financial statement, tax return or schedule, or pay when due the Service Fees or any other payments (including, without limitation, local advertising expenditures or contributions to the Fund) or submit any required reports due to Franchisor;

c. operates the Franchise in a manner that violates any federal, state, or local law, rule, regulation or ordinance;

d. makes a material misrepresentation on Franchisee's application to own and operate the Franchise;

e. transfers, assigns or sub-franchises this Franchise Agreement or any part of the Franchise without obtaining Franchisor's prior, written consent, as set forth in this Franchise Agreement;

f. discloses or divulges the contents of the Manual, or any other Confidential Information or Trade Secret provided to Franchisee by Franchisor or any of its affiliates in violation of this Franchise Agreement;

g. fails to substantially comply with any of the requirements imposed by this Franchise Agreement more than twice within any consecutive twelve (12) months, whether or not cured after notice;

h. engages in any activity which has a material adverse effect on Franchisor and/or the Proprietary Marks and/or engages in any other business at or from the Franchise; and/or

i. is convicted of a felony or has pleaded nolo contendere to a felony.

3. Termination by Franchisor Immediately and Without Notice. Notwithstanding the foregoing, Franchisee shall be in breach of this Franchise Agreement, and all rights granted under this Franchise Agreement will automatically terminate without notice to Franchisee, if Franchisee (a) makes an assignment for the benefit of creditors or an admission of Franchisee's inability to pay its obligations as they become due; (b) files a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar release under any law, or admits or fails to contest the material allegations of any such pleading filed against Franchisee, or is adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of the assets of Franchisee or the Franchise, or the claims of creditors of Franchisee or the Franchise are abated or subject to moratorium under any laws; or (c) loses the right to occupy the premises of the Franchise due to a breach of the lease or other occupancy agreement by Franchisee.

C. The provisions of this Article XXI are limited by applicable state franchise laws. Any claim arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

XXII. FRANCHISEE'S OBLIGATIONS UPON TERMINATION OR EXPIRATION OF FRANCHISE AGREEMENT.

A. Payment of Monies Owed to Franchisor. Franchisee shall pay to Franchisor, within fifteen (15) days after the effective date of termination or expiration of this Franchise Agreement, any Fees; amounts due for inventory, equipment, and merchandise; and all other sums owed to Franchisor and any affiliate of Franchisor by Franchisee.

B. Return of Manual. Franchisee further agrees, upon termination or expiration of this Franchise Agreement, to immediately return to Franchisor all originals and copies of the Manual, training aids and any other materials which have been loaned or provided to Franchisee by Franchisor and any affiliate. Franchisee further agrees to turn over to Franchisor any other manuals, customer lists, rolodexes, records, files, instructions, correspondence and brochures, computer software, computer diskettes, and any and all other Confidential Information and Trade Secrets relating to the operation of the Franchise in Franchisee's possession, custody, or control and all copies thereof (all of which are acknowledged to be Franchisor's sole property), and retain no copy or record of the foregoing (electronically or otherwise), excepting only Franchisee's copy of this Franchise Agreement and any correspondence between the parties hereto, and any

other documents which Franchisee reasonably needs for compliance with any provision of law.

C. Cease Operating SuperGlass Windshield Repair Franchise. Franchisee agrees to immediately cease to operate the Franchise in its entirety under this Franchise Agreement, and shall not thereafter, directly or indirectly, represent itself to the public or hold itself out as a present or former franchisee of Franchisor.

D. Cease Using System, Proprietary Marks, and Proprietary Products. Franchisee further agrees that, upon termination or expiration of this Franchise Agreement, Franchisee shall immediately and permanently cease to use, by advertising, or any manner whatsoever, any confidential methods, procedures and/or techniques associated with Franchisor and the System, the Proprietary Marks and any proprietary marks and distinctive forms, slogans, symbols, computer formats, signs, logos and/or devices associated with the System, and the Proprietary Products. In particular, Franchisee will cease to use, without limitation, all signs, advertising materials, stationery, forms, items of inventory and any other articles that display the Proprietary Marks, as well as Franchisor's color scheme and layout. Additionally, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Proprietary Marks or Proprietary Products, in connection with or in the promotion of any other business, and shall not use any modification or alteration of the same which are likely to cause confusion, mistake or deception, or which is likely to dilute Franchisor's exclusive rights in and to the Proprietary Marks and/or Proprietary Products. Franchisee further agrees not to use any designation of origin or description or representation which falsely suggests or represents an association or connection with Franchisor or a former association or connection with Franchisor.

E. Cancellation of Assumed Names and Transfer of Phone Numbers. Franchisee further agrees that, upon termination or expiration of this Franchise Agreement, Franchisee will take such action that may be required to cancel all assumed names or equivalent registrations relating to Franchisee's use of Proprietary Marks and to notify the telephone company and listing agencies of the termination or expiration of Franchisee's right to use any telephone number in any classified ad and any other telephone directory listings associated with the Proprietary Marks or with the Franchise and to authorize transfer of same to Franchisor. Franchisee hereby acknowledges that, as between Franchisor and Franchisee, Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with any Proprietary Mark and the Franchise. Franchisee must further authorize Franchisor, and thereby appoint Franchisor as its attorney in fact, as set forth in Exhibit "8," attached hereto and hereby incorporated by reference, to direct the telephone company and all listing agencies to transfer the number and listings to Franchisor. Should Franchisee fail or refuse to do so, the telephone company and all listing agencies may accept such direction in this Franchise Agreement as conclusive evidence of the exclusive rights of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer.

F. Franchisor's Purchase of Supplies, Inventory and Equipment. Franchisor has the right (but not the obligation) to exercise by written notice of intent to Franchisee within thirty (30) days after termination or expiration of this Franchise Agreement, the right to purchase any or all inventory, equipment, supplies, signs, advertising materials and items bearing Franchisor's Proprietary Marks, at fair market value (less the amount of any outstanding liens or encumbrances). If the parties cannot agree on a fair market value within a reasonable time, the parties shall designate an independent appraiser. If the parties are unable to agree upon an appraiser, then each shall select one qualified, independent appraiser, who shall then select a third, qualified, independent appraiser, the decision of which shall be binding upon the parties. The appraiser's determination of fair market value shall be binding. Upon the expiration or termination of this Franchise Agreement, no monetary amount shall be assigned or attributable to any goodwill associated with Franchisee's use of the Proprietary Marks or in connection with the operation of the Franchise. If Franchisor

elects to exercise the option to purchase as herein provided, it will have the right to set off all amounts due from Franchisee, and the cost of the appraisal, if any, against any payment thereof.

G. **Modification of Premises.** Immediately upon termination or expiration of this Franchise Agreement for any reason, to the extent that Franchisee maintained a commercial Approved Location, Franchisee shall make such modifications to the Franchise premises as Franchisor deems reasonably necessary to distinguish the appearance of the premises from that of other of Franchisor's franchise locations. If Franchisee fails or refuses to comply with this requirement, Franchisor shall have the right to enter upon the premises without being guilty of trespass or any other tort for the purpose of making or causing to be made such changes as may be required, at Franchisee's expense, which expense Franchisee agrees to and shall pay upon demand.

H. **Franchisor's Option to Purchase Franchisee's Unit.** Franchisee agrees that, upon termination or expiration of this Franchise Agreement, Franchisor shall have the right, but not the obligation, to acquire Franchisee's interest in any or all of the assets of the Franchise, as Franchisor in its sole discretion may determine, by providing written notice to Franchisee not later than ninety (90) days after termination or expiration of this Franchise Agreement. Franchisor's right to purchase includes, but is not limited to, all signs, fixtures, equipment, leasehold improvements, real property, covenants and other contract rights, inventory, products, ingredients, supplies, paper goods, and all items bearing Franchisor's Proprietary Marks, but excluding any asset in Franchisee's personal name (if Franchisee is an individual). The purchase price shall be equal to the depreciated or amortized net book value thereof calculated using the shortest depreciation or amortization schedules permitted therefore. If Franchisor exercises its right to acquire the assets of the Franchise, then Franchisee further agrees that Franchisor shall have the right, but not the obligation, to assume Franchisee's Lease Agreement for the Unit, if applicable.

If Franchisor exercises its option to purchase Franchisee's Franchise, the purchase price will be reduced by (1) any amount due from Franchisee to Franchisor; (2) any amount required to perform such remodeling, repairs, replacements, and redecoration in and upon the Unit, as Franchisor shall deem reasonably necessary and practical to bring the Unit, including equipment, fixtures and signage, up to the then-current standards of newly a developed SuperGlass Windshield Repair Unit; and (3) any current and/or long-term liabilities of Franchisee assumed by Franchisor.

XXIII. INDEPENDENT CONTRACTOR.

A. **No Fiduciary Relationship.** The parties expressly understand and agree that this Franchise Agreement does not establish a fiduciary relationship between them, that Franchisee is an independent contractor, and that nothing in this Franchise Agreement is intended to deem or define either party as an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

B. **Franchisee Is An Independent Contractor.** During the term of this Franchise Agreement, and any renewals or extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating its business pursuant to a Franchise Agreement from Franchisor. Franchisee agrees to take such affirmative action as Franchisor may deem necessary, including, without limitation, exhibiting a public notice of that fact, the content and display.

XXIV. **WAIVER.** No (a) failure of either party to exercise any rights granted hereunder or power reserved to it by this Franchise Agreement; (b) custom or practice of the parties at variance with the terms hereof; and (c) failure of Franchisor to insist upon strict compliance by Franchisee with any obligation or condition

hereunder, shall constitute a waiver of a party's right to demand exact compliance with any of the terms herein. Waiver by Franchisor of any particular default or breach by Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default or breach of the same, similar or different nature; nor shall any delay, forbearance, or omission of Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants hereof, affect or impair Franchisor's right to exercise the same; nor shall such constitute a waiver by Franchisor of any succeeding breach by Franchisee of any terms, covenants or conditions of this Franchise Agreement.

XXV. **FORCE MAJEURE.** Neither Franchisor nor Franchisee will be liable for loss or damage or deemed to be in breach of this Agreement if Franchisor's or Franchisee's failure to perform any obligation results from: (a) transportation shortages, inadequate supply of equipment, products, supplies, labor, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; (b) acts of God; (c) fires, strikes, embargoes, wars or riots; or (d) any other similar event or cause beyond the control of the affected party. Any delay resulting from any of said causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes will not excuse payments of amounts owed by Franchisee to Franchisor and survival of covenants hereunder.

XXVI. ENFORCEMENT AND DISPUTE RESOLUTION.

A. **Mediation.** Before any party may bring an action in court (except as noted below), the Parties must first meet to mediate the dispute. A complaining party must submit all claims to mediation within 30 days after providing notice of the claim to the other party. The mediation shall take place in Orlando, Florida. Each party shall identify an officer with decision-making authority who shall attend the mediation. Any such mediation will be non-binding and conducted by the Judicial Arbitration and Mediation Service ("JAMS"). The parties shall equally share the costs of the mediation. Notwithstanding the foregoing, the Parties agree that the following claims will not be subject to mediation: (1) any action for declaratory or equitable relief, including, without limitation, actions seeking preliminary or permanent injunctive relief, specific performance, other relief in the nature of equity to enjoin any harm or threat of harm to such party's tangible or intangible property, and (2) any action to collect royalties or other fees.

B. **Judicial Enforcement, Injunction and Specific Performance.** Franchisor shall have the right to enforce by judicial process its right to terminate this Franchise Agreement for the causes enumerated in this Franchise Agreement, to collect any amounts owed to Franchisor for any unpaid Fees or other unpaid charges due hereunder, arising out of this Franchise Agreement and/or the business conducted by Franchisee pursuant hereto, and to pursue any rights it may have under any leases, subleases, sales, purchase, or security agreements or other agreements with Franchisee. Franchisor shall be entitled without bond to the entry of temporary or permanent injunctions and orders of specific performance enforcing any of the provisions of this Franchise Agreement. If Franchisor secures any such injunction or orders of specific performance, Franchisee agrees to pay to Franchisor an amount equal to the aggregate costs of obtaining such relief, including, without limitation, reasonable attorney's fees, costs of investigation and proof of facts, court costs, and other litigation expenses and travel and living expenses, and any damages incurred by Franchisor as a result of the breach of any provision of this Franchise Agreement.

C. **Injunctive Relief.** Franchisee acknowledges that, if Franchisee breaches this Franchise Agreement and/or continues to use the System or Marks at such times when Franchisee is not legally entitled to use them, Franchisor shall have no adequate remedy at law. Therefore, Franchisee expressly consents

and agrees that Franchisor may, in addition to any other available remedies, obtain an injunction and/or temporary restraining order to terminate or prevent the continuation of any existing default or violation, and to prevent the occurrence of any threatened default or violation, by Franchisee of this Franchise Agreement.

D. **Right to Discontinue Supplying Items upon Default.** If Franchisor delivers a notice of default to Franchisee, Franchisor has the right to (1) require that Franchisee pay cash on delivery or by certified funds for products and/or services; and/or (2) stop selling, providing and/or authorizing the shipments to Franchisee of any proprietary products and/or services until Franchisee cures all defaults. No such action by Franchisor shall be a breach or constructive termination of this Franchise Agreement, change in competitive circumstances or similarly characterized, and Franchisee agrees that Franchisee will not be relieved of any obligations under this Franchise Agreement because of any such action.

E. **Franchisee May Not Withhold Payments Due Franchisor.** Franchisee shall not have any right of set-off hereunder and shall not withhold payments of any Service Fees or any other amounts owed to Franchisor for any reason on grounds of alleged nonperformance by Franchisor of any obligation hereunder or otherwise.

F. **Liquidated Damages.** Franchisee acknowledges that, upon termination, damages would be impractical and extremely difficult to ascertain and/or calculate. Consequently, if this Franchise Agreement is terminated before the scheduled Expiration Date and for any reason other than by Franchisee under Section XXI.A. hereof, then Franchisee agrees and shall pay to Franchisor within thirty (30) days of termination, liquidated damages, which represent a fair and reasonable estimate of Franchisor's foreseeable losses as a result of such termination, and which are not in any way intended as a penalty (1) the greater of (a) the average total annual amount of the Royalties payable by Franchisee to Franchisor for the three (3) calendar years immediately preceding the year in which Franchisee Agreement is terminated (the "Termination Year"); or (b) the average total amount of Royalties payable by Franchisee to Franchisor for the twelve months (12) immediately preceding the Termination Year; (2) multiplied by one and one-half (1.5); then (3) multiplied by (a) five (5); or (b) the number of calendar years, including the entire Termination Year, remaining in the then-current term of Franchisee Agreement, whichever is less, but not to exceed twice the then-current Initial Franchise Fee for the type of Franchise then being operated by Franchisee.

G. **Waiver of Right to Jury Trial and Class Action.** Franchisee and Franchisor believe that it is important to resolve any disputes amicably, quickly, cost effectively and professionally and to return to business as soon as possible and, therefore, agree that, with respect to any arbitration, litigation or other proceeding of any kind, Franchisee and Franchisor (1) knowingly waive all rights to trial by jury; and (2) will pursue any proceeding on an individual basis only, and not on a class-wide or multiple plaintiff basis; provided that if this provision is not enforceable for any reason, then Franchisee and Franchisor agree that, with respect to any multiple plaintiff or class action, a court will supervise the procedural aspects directly related to the multiple plaintiff/class nature of the proceeding (e.g. certification of the class, appropriateness of class representation, approval of attorneys' fees incurred on behalf of the class, approval of any settlement, etc.) and the arbitrator will decide all substantive matters related to the actual claims, including liability and damages.

H. **Period in which to Make Claims.** No arbitration, action or suit (whether by way of claim, counter-claim, cross-complaint, raised as an affirmative defense, offset or otherwise) by either Franchisee or Franchisor is permitted against the other, whether for damages, rescission, injunctive or any other legal and/or equitable relief, in respect of any alleged breach of this Franchise Agreement, or any other Claim of

any type, unless such party commences such arbitration proceeding, action or suit before the expiration of the earlier of (1) one (1) year after the date on which the state of facts giving rise to the cause of action comes to the attention of, or should reasonably have come to the attention of, such party; or (2) two (2) years after the initial occurrence of any act or omission giving rise to the cause of action, whenever discovered.

XXVII. INDEMNIFICATION, WARRANTY AND LIMITATION ON WARRANTY

A. Indemnification. Franchisee understands and agrees that nothing in this Franchise Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name. Franchisee further understands and agrees that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action or by reason of any act or omission of Franchisee in its conduct of the Franchise, or any claim or judgment arising there from against Franchisor. Franchisee shall exonerate, indemnify and hold Franchisor and Franchisor's officers, directors, shareholders, employees, representatives and agents harmless from and against any and all claims, suits, demands, costs and causes of action, based upon, arising directly or indirectly from, or in any way relating to as a result of, or in connection with, Franchisee's ownership and operation of any portion of the Franchise, Franchisee's employees or agents, or by reason of any act occurring on or at the premises of the Franchise or by reason of an omission relating to the operation of its Franchise, whether or not from negligence, misfeasance or nonfeasance of any party, as well as any damages and liabilities, fees (including reasonable attorney's fees), costs and other expenses reasonably incurred by or on behalf of Franchisor incurred as a result of any such claim.

B. WARRANTY. FRANCHISOR DOES AGREE THAT, IF ANY ITEM OF EQUIPMENT OR SUPPLY SOLD TO FRANCHISEE HEREUNDER IS DEFECTIVE, THEN, IF FRANCHISEE PROVIDES FRANCHISOR WITH NOTICE WITHIN SEVENTY-TWO (72) HOURS OF RECEIPT THEREOF, FRANCHISOR SHALL EXCHANGE OR REPAIR SUCH ITEM, IN FRANCHISOR'S SOLE AND ABSOLUTE DISCRETION.

C. LIMITATION ON WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, FRANCHISOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY ACCOMPANYING WRITTEN MATERIALS, NOR THE EQUIPMENT, PRODUCTS OR SUPPLIES THAT IT PROVIDES TO FRANCHISEE HEREUNDER. IN NO EVENT SHALL FRANCHISOR BE LIABLE TO FRANCHISEE NOR ANY THIRD PARTY FOR ANY DIRECT OR INDIRECT DAMAGES RESULTING FROM THE USE OF OR INABILITY TO USE ANY OF THE EQUIPMENT, PRODUCTS OR SUPPLIES, INCLUDING ANY CLAIMS OF LOST SAVINGS, LOSS OF DATA, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL FRANCHISOR'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF PAYMENTS, AND NOT FEES, PAID BY FRANCHISEE TO FRANCHISOR FOR ANY SUCH EQUIPMENT, PRODUCTS AND/OR SUPPLIES.

XXVIII. NOTICES. All written notices permitted or required to be delivered by the provisions of this Franchise Agreement or of the Manual shall be deemed so delivered (A) upon receipt; (B) three (3) days after placed in the U.S. mail, sent certified mail, postage prepaid, via tracking method and addressed to the party to be notified at its most current principal address which the notifying party has on record; (C) upon confirmation of delivery by date-stamped receipt after being sent via electronic mail or facsimile.

XXIX. VARYING STANDARDS. Because complete and detailed uniformity under many varying conditions

may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole and absolute discretion and as it may deem in the best interests of all concerned in any specific instance, to vary standards for any franchise based upon the peculiarities of a particular site or circumstance, density of population, business potential, population or trade area, existing business practices, or any other condition which Franchisor deems to be of importance to the successful operation of such franchisee's business. Franchisee shall not have any right arising from a variation from standard specifications and practices granted to any other franchisee and shall not be entitled to require Franchisor to grant to Franchisee a like or similar variation.

XXX. **AUTHORITY.** If Franchisee is a corporation, partnership, limited liability company or other legal entity, the individuals executing this Franchise Agreement on behalf of such corporation, partnership, or other legal entity, hereby warrant to Franchisor, both individually and in their capacities as owners and/or officers, that all the owners of an equity interest in Franchisee have read and approved this Franchise Agreement, including any restrictions which this Franchise Agreement places upon their right to transfer their respective interests in the partnership or corporation, or other form of legal entity.

XXXI. **GENERAL PROVISIONS.**

A. **Rights of Parties Are Cumulative.** The parties' rights hereunder are cumulative, and the exercise or enforcement by Franchisor or Franchisee of any right or remedy hereunder shall not preclude the exercise or enforcement by Franchisor or Franchisee of any other right or remedy hereunder which Franchisor or Franchisee is entitled by law or equity to enforce.

B. **Severability and Substitution of Valid Provisions.** All provisions of this Franchise Agreement are severable, and this Franchise Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Franchise Agreement than is required hereunder or requires the taking of some other action not required hereunder, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.

C. **Governing Law and Venue.**

1. Except to the extent governed by the U.S. Trademark Act of 1946 (Lanham Act, 15 U.S.C., Section 1051 et. seq.) this Franchise Agreement shall be governed by the laws of the State of Georgia, without giving effect to that state's conflict of laws and principles. The parties hereto agree that this Franchise Agreement is deemed to have been made and entered into in the State of Georgia, United States, that the terms and provisions of this Franchise Agreement are to be interpreted in accordance with and governed by the laws of the State of Georgia.

2. The parties do hereby agree that, except as hereinbelow set forth, venue for all matters relating to this Franchise Agreement shall be the Courts of Cobb County, State of Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division. The parties hereto submit themselves to the jurisdiction of these courts and waive any and all objections to this forum, including without limitation forum *non conveniens*.

3. In any instance where the state in which Franchisee's Franchise is located prevents the application of Paragraph (C)(2) hereinabove, the parties do hereby consent to binding arbitration to take place in Cobb County, State of Georgia, and do hereby submit themselves to the jurisdiction thereof. Furthermore, Maryland franchisees may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

D. **Binding Effect.** This Franchise Agreement is binding upon the parties hereto and their respective permitted assigns, successors and heirs in interest.

E. **Construction.** This Franchise Agreement and other agreements or instruments referred to herein or which relate to the purchase or lease by Franchisee from Franchisor of any product, supply, equipment, signage, or the like, constitute the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed, and there are no other oral or written understandings or agreements between Franchisor and Franchisee relating to the subject matter of this Franchise Agreement. Any oral representations or modifications concerning this Franchise Agreement shall be of no force or effect unless a subsequent modification in writing is signed by the parties hereto. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit, or construe the contents of those sections or paragraphs. The term "Franchisee" as used herein is applicable to one or more persons, a corporation, limited liability company or partnership, or such other form of legal entity as Franchisor shall approve from time-to-time, as the case may be; the singular usage includes the plural; and the masculine and neuter usages include the other and feminine. References to "Franchisee" applicable to an individual or individuals shall mean the principal owner or owners of the equity and/or operating control of Franchisee, if Franchisee is a legal entity. Notwithstanding the foregoing, nothing in any agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.

F. **Attorney Fees.** If any legal proceedings between the parties hereto arise under this Franchise Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs from the other party. In enforcing any term or condition under this Franchise Agreement, whether such enforcement results in judicial action or otherwise, Franchisor shall be entitled to collect from Franchisee and Franchisee shall pay upon demand all attorney's fees, costs and expenses incurred in such enforcement.

G. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which when taken together shall constitute one and the same instrument. For purposes of this Agreement, an executed document (or signature page thereto) transmitted by telecopy or as a .pdf file is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

H. **Interpretation.** This Agreement was jointly prepared by the parties and counsel of their choice and, as such, neither this Agreement nor any part of it will be construed with reference to the party that caused the Agreement or any part of it to be prepared, and the doctrine of contra proferentem shall not be applied in any action arising out of or relating to this Agreement.

XXXII. SPECIAL REPRESENTATIONS. Franchisee (and each owner of an equity interest in Franchisee, if applicable) hereby represents as follows:

A. That Franchisee has conducted an independent investigation of Franchisor’s business and System and recognizes that the business venture contemplated by this Franchise Agreement involves business risks, and that its success will be largely dependent upon the ability of Franchisee as an independent business person. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business contemplated by this Franchise Agreement.

B. Franchisee acknowledges having received, read and understood this Franchise Agreement, including all exhibits hereto; and further acknowledges that Franchisor has afforded Franchisee ample time and opportunity to consult with advisors of Franchisee’s own choosing about the potential benefits and risks of entering into this Franchise Agreement.

C. Franchisee acknowledges that it has received a complete copy of this Franchise Agreement with all attachments referred to herein and agreements relating hereto at least seven (7) days prior to the date on which Franchisee executed this Franchise Agreement. Franchisee further acknowledges that it has received the Franchise Disclosure Document required by the Trade Regulation Rule of the Federal Trade Commission at least fourteen (14) days prior to the date on which Franchisee executed this Franchise Agreement.

D. Franchisee confirms that, prior to the date of this Franchise Agreement, no other agreement was entered into with and no promises were made by Franchisor, and that Franchisor accepted no funds from Franchisee.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Franchise Agreement, which may be executed in multiple originals, each of which shall be treated as an original document, on the day and year first above written.

Franchisor:

SUPERGLASS WINDSHIELD REPAIR, INC.

By:

_____(SEAL)
Meghan Martin, CEO

Franchisee:

By: _____ (SEAL)

Name: _____

Title: _____

EXHIBIT 1
to the
FRANCHISE AGREEMENT

COMMENCEMENT DATE, APPROVED LOCATION, FRANCHISE TYPE &
TERRITORY

Opening Date: _____, 202__
Commencement Date: _____, 202__
Expiration Date: _____, 20__

Approved Location of Unit:

Approved Telephone Number(s):

Approved Electronic Mail Address:

Franchise Type and Initial Franchise Fee:

Start-Up Package:

Description of Territory:

Franchisor:

SUPERGLASS WINDSHIELD REPAIR, INC.

By: _____ (SEAL)
Meghan Martin, CEO

Franchisee:

By: _____ (SEAL)

Name: _____

Title: _____

EXHIBIT 2
to the
FRANCHISE AGREEMENT

ENTITY RIDER

1. The provisions of this Franchise Agreement shall apply to all officers, directors, shareholders, members, partners, owners, subsidiaries and affiliates of Franchisee. If the contents of this Rider conflict with any of the contents of the Franchise Agreement, the contents of this Rider shall take precedence and control.
2. Franchisee does hereby covenant and agree that it shall not issue any unissued ownership interest in Franchisee without Franchisor's prior, written consent, and to that end, Franchisee covenants and agrees to furnish Franchisor at the time of execution of this Franchise Agreement, with a resolution of the Board of Directors or other governing body of Franchisee which has been ratified by the owners of Franchisee, stating that no unissued ownership interests in Franchisee will be issued to any person, association, corporation, limited liability company or other entity, without Franchisor's prior, written consent.
3. Franchisee covenants and agrees to furnish Franchisor, at the time of execution of this Franchise Agreement, with an agreement executed by all of the owners of Franchisee, stating that (a) no such owner shall sell, assign, or transfer any of his/her ownership interest in Franchisee to any person, association, company, corporation, limited liability company or other entity, without Franchisor's written consent; and (b) so long as this Franchise Agreement shall remain in force and effect, no such owner shall violate the provisions of the Franchise Agreement. Franchisee further covenants and agrees to cause a reference to this restriction to appear on each and every ownership certificate issued by Franchisee for the purpose of giving notice of this restriction to perspective purchasers of said ownership interests.
4. The undersigned individuals represent and warrant that they are all of the owners of Franchisee or otherwise have a direct or indirect beneficial interest in the success of Franchisee.

Franchisee*, Signature
Title (if any): _____
Circle one:
Shareholder/Partner/Member/Owner/Investor
Percentage ownership: _____

Franchisee*, Signature
Title (if any): _____
Circle one:
Shareholder/Partner/Member/Owner/Investor
Percentage ownership: _____

EXHIBIT 3
to the
FRANCHISE AGREEMENT

UNCONDITIONAL GUARANTY OF FRANCHISEE'S UNDERTAKINGS

In consideration of and as an inducement to the execution of the Franchise Agreement executed contemporaneously herewith and any and all revisions, modifications and amendments thereto or renewals thereof, (hereinafter collectively the "Franchise Agreement"), by and between SuperGlass Windshield Repair, Inc. as Franchisor and Franchisee, as set forth in the Franchise Agreement, each of the undersigned "Guarantors" (herein so called) agrees as follows:

1. The undersigned Guarantors do hereby jointly and severally unconditionally guarantee the full, prompt and complete performance of Franchisee under the terms, covenants and conditions of the Franchise Agreement, including, without limitation, the complete and prompt payment of all indebtedness to Franchisor under the Franchise Agreement. The word "indebtedness" is used herein in its most comprehensive sense and includes without limitation any and all advances, debts, obligations and liabilities of Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.

2. The obligations of Guarantors are independent of the obligations of Franchisee and a separate action or actions may be brought and prosecuted against any or all of Guarantors, whether or not actions are first or thereafter brought against Franchisee or whether Franchisee is joined in any such action.

3. If Franchisee is a legal entity, Franchisor shall not be obligated to inquire into the power or authority of Franchisee or its owners, officers, directors, agents, managers, representatives, employees or other persons acting or purporting to act on Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where Guarantors are legal entities, it shall be conclusively presumed that Guarantors and all shareholders, partners, members and/or other owners of such entities, and all officers, directors, agents, managers, representatives, employees or other persons acting on their behalf have the express authority to bind such entities and that such entities have the express power to act as Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such entities.

4. Franchisor, its successors and assigns, may from time-to-time, without notice to the undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors and assigns have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned hereunder or any indebtedness of any party(ies) primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend and/or exchange any of the indebtedness; and/or (e) give any other form of indulgence, whether under the Franchise Agreement or otherwise.

5. The undersigned each further waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including, without limitation: notice of acceptance hereof; notice of all

contracts and commitments; notice of the existence or creation of any liabilities under the Franchise Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and Franchisor resulting from the Franchise Agreement or otherwise, and the settlement, compromise or adjustment thereof.

6. This Guaranty shall be enforceable by and against the respective administrators, executors, heirs, successors and assigns of Guarantors, and the death of any Guarantor shall not terminate the liability of such Guarantor or limit the liability of the other Guarantors hereunder.

7. Without limiting the generality of any part or all of the foregoing, the undersigned does hereby further covenant and agree that each of the undersigned are hereby bound by those certain terms, obligations, covenants and conditions of the Franchise Agreement with respect to (i) Section XVI Proprietary marks, (ii) Section XVII Proprietary Products; (iii) Section XVIII Covenants; (iv) XIX Assignment; (v) Section XX Operation in the Event of Absence, Incapacity or Death; (vi) Section XXIV Waiver; (vii) Section XXVI Enforcement and Dispute Resolution; (viii) Section XXVII Notices; and (ix) Section XXXI Special Representations. The undersigned each agree that the references to “Franchisee” in the Sections referenced hereinabove shall include and be applicable to each of the undersigned.

8. All capitalized terms not defined herein shall have the meanings given to them in the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty of Franchisee’s Undertakings under seal effective as of the _____ day of _____, 202__.

_____(SEAL)
Signature

Print Name

EXHIBIT 4
to the
FRANCHISE AGREEMENT

CONFIDENTIALITY AGREEMENT
(EQUITY INTEREST OWNERS)

This Confidentiality Agreement (this “Confidentiality Agreement”), made as of the ____ day of _____, 202__, by and between SuperGlass Windshield Repair, Inc. (“Franchisor”) and _____ (“Second Party”).

DEFINITIONS:

For purposes of this Confidentiality Agreement, the following terms shall have the following meanings:

Confidential Information. Any information or data, other than Trade Secrets, that is of value and treated as confidential by Franchisor, including, without limitation (i) the Manual, as defined in the Franchise Agreement; and (ii) any information designated as a Trade Secret by Franchisor, but which is ultimately determined, under applicable law, not to constitute a “trade secret,” provided that same otherwise meets the definition of Confidential Information.

Franchise Agreement. The Franchise Agreement executed by and between Franchisor and Franchisee contemporaneously herewith for the license of one SuperGlass Windshield Repair Unit, as set forth in the Franchise Agreement.

Franchisee. Franchisee as identified in the Franchise Agreement.

Trade Secrets. Any information, without regard to form, related to Franchisor and its affiliates, including technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, methods of inventory control, operational systems, management techniques, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

RECITALS:

WHEREAS, Franchisor is in the business of licensing others to develop and operate, at specific locations pursuant to written franchise agreements, SuperGlass Windshield Repair businesses in accordance with the proprietary system (the “System”) developed and owned by Franchisor, as modified by Franchisor from time to time. The System includes certain trade names, service marks, trademarks, insignia, emblems, slogans, logos, commercial symbols, signs, trade dress, interior and exterior designs and specifications, equipment and products, and other visual identification, whether now existing or hereafter created and designated by Franchisor. Under the Franchise Agreement, Franchisor requires that Franchisee cause each owner of a so called “Equity Interest” in Franchisee to execute and deliver an agreement in the form hereof.

Second Party is the Owner of an Equity Interest in Franchisee and acknowledges that, by virtue of Second Party's relationship with Franchisee, Second Party may receive, otherwise obtain or have access to certain Trade Secrets and Confidential Information in which Franchisor has a protectable interest. Accordingly, Franchisor desires to prevent Second Party from disclosing any such Trade Secrets and Confidential Information as hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing Definitions and Recitals, which are incorporated herein as a material part of this Confidentiality Agreement, and the covenants contained herein, and other valuable consideration, the parties agree as follows:

1. DISCLOSURE OF INFORMATION

1.1 Business. Second Party recognizes and acknowledges that Franchisee will develop and operate, or has developed and is now operating, a SuperGlass Windshield Repair Franchise in accordance with the System and that such activities have involved, and continue to involve, the entrustment to Second Party of confidential, restricted and proprietary information of Franchisor, including Trade Secrets and Confidential Information.

1.2 Transfer of Equity Interest. Second Party hereby acknowledges its receipt of a copy of the Franchise Agreement and agrees to be bound by the provisions of Section XIX thereof regarding the transfer of interests in Franchisee.

1.3 Covenant Not to Disclose Trade Secrets. Except to the extent it is necessary to use such information or data in the performance of Franchisee's express obligations under the Franchise Agreement, for so long as Second Party shall remain the owner of an Equity Interest in Franchisee or any subsidiary or affiliate of Franchisee and for so long afterwards as the information or data remain Trade Secrets, Second Party shall not publish, disclose, transfer, release or divulge, directly or indirectly, all or any part of any Trade Secrets to any person.

1.4 Covenant Not to Disclose Confidential Information. Except to the extent it is necessary to use such information or data in the performance of Franchisee's express obligations under the Franchise Agreement, Second Party shall not, (i) for so long during the term of the Franchise Agreement as Second Party shall remain the owner, directly or indirectly, of an Equity Interest in Franchisee; and (ii) for a continuous uninterrupted period of two (2) years commencing upon the first to occur of (a) the date on which Second Party ceases to be the owner, directly or indirectly, of an Equity Interest in Franchisee; or (b) the date of expiration or termination of the Franchise Agreement (regardless of the cause for termination), publish, disclose, transfer, release or divulge, directly or indirectly, all or any part of any Confidential Information (whether or not the Confidential Information is in written or tangible form) to any person.

1.5 Additional Covenants.

a. Second Party agrees not to permit any unauthorized reproduction of all or any part of any Confidential Information or Trade Secrets.

b. Second Party agrees not to use any Confidential Information or Trade Secrets other than for the benefit of Franchisee.

c. Second Party agrees to observe all security policies implemented by Franchisee, from time to time, with respect to any Confidential Information and Trade Secrets.

d. Second Party acknowledges and agrees that all Confidential Information and Trade Secrets are

and shall remain the property of Franchisor. Nothing in this Franchise Agreement or any course of conduct between Franchisee and Second Party shall be deemed to grant Second Party any rights in or to all or any portion of the Confidential Information or Trade Secrets.

e. At such time as Second Party ceases to be the owner of an Equity Interest in Franchisee, Second Party shall immediately deliver to Franchisee or to Franchisor, at its request (i) all memoranda, notes, records, drawings, manuals or other documents and all copies thereof pertaining to the business of Franchisor, Franchisee or otherwise (except as necessary for Second Party's personal tax or other legal purposes); and (ii) all materials involving Confidential Information or Trade Secrets, including, but not limited to, the Manual. This provision is intended to apply to all such materials made or compiled by Second Party, as well as all such materials furnished to Second Party by anyone else in connection with his or her relationship with Franchisee as an owner.

1.6 Value. The Confidential Information and Trade Secrets constitute valuable, special and unique assets of Franchisor and any disclosure contrary to the terms of this Confidentiality Agreement would cause substantial loss of competitive advantage and other serious injury to Franchisor and its Franchisees under the System, including Franchisee.

1.7 Breach and Remedy. Second Party expressly agrees that, in the event of breach of any of the terms and conditions contained herein, Franchisor would be irreparably injured and would be without adequate remedy at law. Therefore, in the event of a breach, or a threatened or attempted breach, of any of such provisions, Franchisor shall be entitled, in addition to any other remedies which it may have hereunder or at law or in equity, to a preliminary and/or permanent injunction, as hereinabove set forth, and a decree for specific performance of the terms hereof without the necessity of showing actual or threatened damage, and without being required to furnish a bond or other security. By execution of this Agreement, Employee understands, agrees and acknowledges that damages are impossible to calculate, such that, should Second Party breach this Agreement, Franchisor shall recover from Second Party liquidated damages in the amount of Ten Thousand Dollars (\$10,000) per disclosure. Second Party shall also pay any and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Franchisor in enforcing its rights under this Confidentiality Agreement.

1.8 Reasonableness. Second Party acknowledges and agrees that the type and period of restrictions imposed by all of the covenants in this Confidentiality Agreement are fair and reasonable and that such limitations and restrictions will not prevent Second Party from earning a livelihood. If the scope of any limitations and restrictions imposed by the covenants in this Section 1 are too broad to permit enforcement thereof as written, then such limitations or restrictions shall be enforced to the maximum extent permitted by law, and Second Party and Franchisor hereby expressly consent and agree that such scope may be judicially modified accordingly in any proceeding brought to enforce such limitations or restrictions.

2. MISCELLANEOUS

2.1 Use of Definitions. The use of another tense of the defined term, or its use as a noun, adjective or adverb, or otherwise, means the same as the defined term, modified by the context of the sentence in which it is used.

2.2 Binding Effect. This Confidentiality Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. Franchisor may assign its rights and obligations under this Confidentiality Agreement and the referenced Franchise Agreement to any person without the consent of Second Party. Second Party may not assign any of Second Party's rights or obligations under this

Confidentiality Agreement or the Franchise Agreement.

2.3 Survival. The obligations of Second Party shall survive the expiration or termination of the Franchise Agreement (regardless of the cause of termination) and Second Party's transfer or assignment of Second Party's so called "Equity Interest" in Franchisee.

2.4 Entire Agreement. This Confidentiality Agreement contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing signed by the party against whom enforcement is sought. The waiver of a breach of any provision of this Confidentiality Agreement shall not operate or be construed as a waiver of any continuing or subsequent breach of that provision or of any other provision of this Franchise Agreement. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Confidentiality Agreement under seal as of the day and year first above written.

SUPERGLASS WINDSHIELD REPAIR, INC.

SECOND PARTY:

By: _____(SEAL)
Meghan Martin, CEO

_____(SEAL)
Name: _____
Title: _____

EXHIBIT 5
to the
FRANCHISE AGREEMENT

NONCOMPETITION AGREEMENT
(EQUITY INTEREST OWNERS)

This Noncompetition Agreement (this “Noncompetition Agreement”), made as of the ____ day of _____, 202__, by and between SuperGlass Windshield Repair, Inc. (“Franchisor”) and _____ (“Second Party”).

DEFINITIONS:

For purposes of this Noncompetition Agreement, the following terms shall have the following meanings:

Competitive Business. Competitive Business is any business enterprise that operates a business specializing in repairing windshields and providing other related services, that is the same as or similar to the Franchise, as such may evolve over time.

Confidential Information. Any information or data, other than Trade Secrets, that is of value and treated as confidential by Franchisor, including, without limitation (i) the Manual, as defined in the Franchise Agreement; and (ii) any information designated as a Trade Secret by Franchisor, but which is ultimately determined, under applicable law, not to constitute a “trade secret,” provided that same otherwise meets the definition of Confidential Information.

Franchise Agreement. The Franchise Agreement executed by and between Franchisor and Franchisee contemporaneously herewith for the license of one SuperGlass Windshield Repair Franchise Unit, as set forth in the Franchise Agreement.

Franchisee. Franchisee as identified in the Franchise Agreement.

Location. The Approved Location of the franchised SuperGlass Windshield Repair business operated by Franchisee in accordance with the terms of the Franchise Agreement.

SuperGlass Windshield Repair Business. The SuperGlass Windshield Repair Business which is the subject of the Franchise Agreement at the Approved Location.

RECITALS:

WHEREAS, Franchisor is in the business of licensing others to develop and operate, at specific locations pursuant to written franchise agreements, SuperGlass Windshield Repair franchised businesses, in accordance with the proprietary system (the “System”) developed and owned by Franchisor, as modified by Franchisor from time to time.

WHEREAS, the System includes certain trade names, service marks, trademarks, insignia, emblems, slogans, logos, commercial symbols, signs, trade dress, interior and exterior designs and specifications,

equipment and products, and other visual identification, whether now existing or hereafter created and designated by Franchisor (collectively, the “Proprietary Marks”).

WHEREAS, under the Franchise Agreement, Franchisor requires that Franchisee cause each owner of an Equity Interest in Franchisee to execute and deliver an agreement in the form hereof. Second Party is the owner of an Equity Interest in Franchisee and acknowledges that the experience, training and assistance offered by Franchisor under the Franchise Agreement, and Second Party’s close contact with and knowledge of the System, could permit Second Party to take unfair and undue advantage of Franchisor and Franchisee by competing with Franchisee (and other franchisees of Franchisor under the System) during and after the period Second Party is the owner of an Equity Interest in Franchisee. Second Party also acknowledges that the System as a whole, and the collective experience and expertise of Franchisor and Franchisee, constitute a protectable interest of Franchisor.

WHEREAS, consistent herewith, Franchisor desires to prevent Second Party from unfairly competing with Franchisee (and other franchisees of Franchisor under the System) as hereinafter provided.

NOW, THEREFORE, for and in consideration of the foregoing Definitions and Recitals, which are incorporated herein as a material part of this Noncompetition Agreement, and the covenants contained herein, and other valuable consideration, the parties agree as follows:

1. COVENANT NOT TO COMPETE

1.1 Business. Second Party recognizes and acknowledges that Franchisee will develop and operate, or has developed and is now operating, the SuperGlass Windshield Repair Franchise pursuant to the System. SuperGlass Windshield Repair franchised businesses are identified and distinguished by the high quality of their operating methods, advertising, selected promotional printing and ancillary services, by uniform standards and procedures of operation, and by the Marks (as defined in the Franchise Agreement).

1.2 Transfer of Equity Interest. Second Party hereby acknowledges its receipt of a copy of the Franchise Agreement and agrees to be bound by the provisions of Section XIX thereof regarding the transfer of interests in Franchisee.

1.3 Noncompetition. Second Party shall not, during the term of the Franchise Agreement, and as long as Second Party shall remain the owner of an Equity Interest in Franchisee, on Second Party’s own account or as a shareholder, partner, member or other owner, officer, director, manager, agent, representative, employee or consultant of any person (including, without limitation, any entity) own, operate, lease, franchise, license, conduct, engage in, be connected with, have any interest in, or assist any person (including, without limitation, any entity) engaged in any business enterprise which operates a Competitive Business and which is located at the Approved Location, within a radius of twenty (20) miles of the Approved Location or within a radius of twenty (20) miles of any then-existing SuperGlass Windshield Repair Unit location.

Second Party shall not, for a continuous uninterrupted period of two (2) years commencing upon the first to occur of (i) the date on which the Second Party ceases to be the owner of an Equity Interest in Franchisee; or (ii) the date of expiration or termination of the Franchise Agreement (regardless of the cause for termination), on Second Party’s own account or as a shareholder, partner, member or other owner, officer, director, manager, agent, representative, employee or consultant of any person (including, without limitation, any entity) own, operate, lease, franchise, license, conduct, engage in, be connected with, have any interest in, or assist any person (including, without limitation, any entity) engaged in any business enterprise which

operates a Competitive Business and which is located at the Approved Location, within a radius of twenty (20) miles of the Approved Location or within a radius of twenty (20) miles of any then-existing SuperGlass Windshield Repair Unit location.

1.4 Inapplicability of Restrictions. Section 1.3 shall not apply to the ownership by Second Party of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly-held corporation.

1.5 Modification of Covenants. Second Party understands, acknowledges and agrees that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth herein or any portion thereof, without Second Party's consent, effective immediately upon receipt by Second Party of written notice thereof, and Second Party agrees to forthwith comply with any covenant as so modified.

1.6 Breach and Remedy. Second Party expressly agrees that, in the event of breach of any of the terms and conditions contained herein, Franchisor would be irreparably injured and would be without adequate remedy at law. Therefore, in the event of a breach, or a threatened or attempted breach, of any of such provisions, Franchisor shall be entitled, in addition to any other remedies which it may have hereunder or at law or in equity, to a preliminary and/or permanent injunction, as hereinabove set forth, and a decree for specific performance of the terms hereof without the necessity of showing actual or threatened damage, and without being required to furnish a bond or other security. By execution of this Agreement, Employee understands, agrees and acknowledges that damages are difficult to calculate, such that, should Second Party breach this Agreement, Franchisor shall recover from Second Party liquidated damages in the amount of One Thousand Dollars (\$1,000) for each calendar day in which Second Party breaches the terms of this Noncompetition Agreement. Second Party shall also pay any and all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Franchisor in enforcing its rights under this Noncompetition Agreement.

1.7 Reasonableness. Second Party acknowledges and agrees that the type and period of restrictions imposed by all of the covenants in this Noncompetition Agreement are fair and reasonable and that such limitations and restrictions will not prevent Second Party from earning a livelihood. If the scope of any limitations and restrictions imposed by the covenants in this Section 1 are too broad to permit enforcement thereof as written, then such limitations or restrictions shall be enforced to the maximum extent permitted by law, and Second Party and Franchisor hereby expressly consent and agree that such scope may be judicially modified accordingly in any proceeding brought to enforce such limitations or restrictions.

2. MISCELLANEOUS

2.1 Use of Definitions. The use of another tense of the defined term, or its use as a noun, adjective or adverb, or otherwise, means the same as the defined term, modified by the context of the sentence in which it is used.

2.2 Binding Effect. This Noncompetition Agreement shall be binding on and inure to the benefit of the parties and their successors and permitted assigns. Franchisor may assign its rights and obligations under this Noncompetition Agreement to any person without the consent of Second Party. Second Party may not assign any of Second Party's rights or obligations under this Noncompetition Agreement or the Franchise Agreement.

2.3 Survival. The obligations of Second Party shall survive the expiration or termination of the

Franchise Agreement (regardless of the cause of termination), and Second Party's transfer or assignment of Second Party's so called "Equity Interest" in Franchisee.

2.4 Entire Agreement. This Noncompetition Agreement contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing signed by the party against whom enforcement is sought. The waiver of a breach of any provision of this Noncompetition Agreement shall not operate or be construed as a waiver of any continuing or subsequent breach of that provision or of any other provision of this Noncompetition Agreement. This Noncompetition Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Noncompetition Agreement under seal as of the day and year first above written.

SUPERGLASS WINDSHIELD REPAIR, INC.

SECOND PARTY:

By: _____ (SEAL)
Meghan Martin, CEO

_____ (SEAL)
Name: _____
Title: _____

EXHIBIT 6
to the
FRANCHISE AGREEMENT
SECURITY AGREEMENT

THIS SECURITY AGREEMENT (“the Security Agreement”) is made and entered into this ____ day of _____, 202__, by and between and SUPERGLASS WINDSHIELD REPAIR, INC. (“Secured Party”) and the undersigned (“Franchisee”).

W I T N E S S E T H:

WHEREAS, Franchisee has this day executed a Franchise Agreement, promising to pay regular sums to Secured Party throughout the term of the Franchise Agreement; and

WHEREAS, Secured Party shall provide Franchisee with intellectual rights in and to the Franchise granted under the Franchise Agreement and shall sell and make available certain proprietary goods and services to Franchisee over the term of the Franchise Agreement; and

WHEREAS, as a condition to the disclosure of the intellectual rights to Franchisee by Secured Party as Franchisor under the Franchise Agreement and as inducement for Secured Party to accept the terms of the Franchise Agreement, Franchisee has agreed to provide the security interest addressed in this Security Agreement.

NOW, THEREFORE, for and in consideration of the promises contained herein and in the Franchise Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties intending to be legally bound, do hereby represent, covenant and agree as follows:

1. Creation of Security Interest. Franchisee hereby grants Secured Party a security interest in all equipment, machinery, furniture, vehicles, assets, fixtures, leasehold rights and leasehold improvements of Franchisee now owned or becoming the property of Franchisee while amounts are due and owing under the above-described Franchise Agreement, whether now existing or hereafter arising, together with all proceeds received from the foregoing (the “Security”).
2. Obligations Secured. Said Security and this Security Agreement shall secure the payment of all amounts due or becoming due under the Franchise Agreement.
3. Perfection. This Security Agreement creates a valid and perfected Security interest in the Security securing payment under the Franchise Agreement, and Franchisee hereby authorizes Franchisor to make all filings and other actions necessary or desirable to perfect and protect such Security interest may be taken at any time during the term of this Security Agreement, including the filing of the accompanying UCC-Financing Statement - Form 1.
4. No Authorization Required. No authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (a) for the grant by Franchisee of the Security interest granted hereby or for the execution, delivery or performance of this Security Agreement by Franchisee; or (b) for the exercise by Secured Party of its rights and remedies hereunder, except as may

be required under the laws for bulk transfers of the Georgia Statutes, the non-compliance with these parties, hereby acknowledge.

5. Further Assurances. Franchisee agrees that from time to time, at Franchisee's expense, Franchisee shall promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that Secured Party may reasonably request, in order to perfect, maintain and protect the Security interest granted or purported to be granted hereby or to enable Secured Party hereunder with respect to any Security. Without limiting the generality of the foregoing, Franchisee shall execute and file such Financing or Continuation Statements, or Amendments thereto, and such other instruments or notices, as may be necessary and desirable, or as Secured Party may request, in order to perfect, maintain and preserve the Security interest granted or purported to be granted hereby. In connection with the foregoing, Franchisee hereby authorizes Secured Party to file one or more Financing or Continuation Statements and Amendments thereto, relative to all or any part of the Security without the signature of Franchisee. Franchisee agrees that each copy and reproduction of this Security Agreement is sufficient as a Financing Statement.

6. As to Security Generally. Except as expressly authorized under the Franchise Agreement, Franchisee shall not relocate the principal place of business. Franchisee shall hold and preserve all business records and shall permit representative of Secured Party, after written request, to inspect during normal business hours and make abstracts from such records, if requested to do so by Secured Party. Franchisee shall further maintain adequate casualty and loss insurance on the Security and have Seller as the named loss payee thereunder.

7. Event of Default. Failure by Franchisee to satisfy any of its obligation to Secured Party as described in the Franchise Agreement, when due, or breach by Franchisee of any representation, warranty or covenant set forth in this Security Agreement, or the attachment or levy upon or seizure in any legal proceedings of the Security, shall constitute an "event of default" hereunder.

8. Remedies. If any event of default hereunder shall have occurred and be continuing, Secured Party may exercise in respect of the Security, in addition to other rights or remedies provided for herein or otherwise available to it under the Franchise Agreement, all the rights and remedies of a Secured Party on default under the Uniform Commercial Code as then in effect in the State of Georgia, including, without limitation, the right upon default to obtain and other wise dispose of the Security. Franchisee agrees that, to the extent notice of sale shall be required by law, at least ten (10) business days prior written notice to Franchisee, signed by Secured Party and mailed certified mail, postage pre-paid, addressed to Franchisee, at its approved location set forth in the Franchise Agreement, outlining the time and place of any public sale or the time after which any private sale is to be make, shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Security regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. All net cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Security may, in the discretion of the Secured Party, be held by Secured Party as collateral for, or then or within a reasonable period of time thereafter applied in whole or in part by Secured Party against, all or any part of the Franchise Agreement, whether or not then due, in such order as may be elected by Secured Party.

9. Persons Benefitted and Notices. This Security Agreement shall inure to the benefit or the parties, their respective successors and assigns, and to any holder who derives from Secured Party title to or an interest

in the Franchise Agreement, and shall be binding upon Franchisee and its successors and assigns. All notices, requests, demands, consents and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or deposited in the mail by postage pre-paid, certified mail, to the following address or such other address of which a party subsequently may give notice to all the other parties:

To Secured Party: at the address set forth for notice in the Franchise Agreement.

With a Copy to:

Joseph J. Gottlieb, Esq.
Shires Peake & Gottlieb, LLC
284 North Main Street
Alpharetta, Georgia 30009

To Franchisee: at the Approved Location set forth in the Franchisee Agreement.

10. Termination. This Security Agreement and the Security interest hereby created in the Security shall terminate when the liabilities of Franchisee under the Franchise Agreement have been satisfied and released.

11. Waiver. Neither party shall be deemed to have waived its rights under this Security Agreement unless such waiver be in writing, and no delay or omission by either party in exercising any right shall operate as a waiver thereof or of any other right.

12. Georgia Law to Govern. This Security Agreement has been made in the State of Georgia and shall be governed by the laws of this state. Whenever possible, each provision of this Security Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement should be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the other provisions of this Security Agreement.

IN WITNESS WHEREOF, the parties have caused this Security Agreement to be executed by their duly authorized officers as of the day and year first above written.

SUPERGLASS WINDSHIELD REPAIR, INC.

By: _____ (SEAL)
Meghan Martin, CEO

Franchisee:

By: _____ (SEAL)

Name: _____

Title: _____

EXHIBIT 7
to the
FRANCHISE AGREEMENT

STATE SPECIFIC ADDENDA TO THE FRANCHISE AGREEMENT

**RIDER TO THE SUPERGLASS WINDSHIELD REPAIR FRANCHISE AGREEMENT
FOR USE IN CALIFORNIA**

THIS RIDER is made and entered into on _____, 202____ (the "Effective Date") by and between **Superglass Windshield Repair, Inc.**, a corporation formed under the laws of the State of Georgia, with its principal business address at 6220 Hazeltine National Dr., Suite 118, Orlando, Florida 32822 ("we," "us," or "our"), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address _____ at _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 202____ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in California or the Superglass Windshield Repair franchise that you will operate under the Franchise Agreement will be located in California, and/or (b) you are domiciled in California.

2. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-3516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement is amended as follows:

The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement. Section 19, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*). Section 16.1 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law. The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law. The Franchise Agreement requires application of the laws of a state other than California. This provision might not be enforceable under California law. Section 20.8 requires binding arbitration. The arbitration will occur at the forum indicated in Section 20.8, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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 the Franchise Agreement restricting venue to a forum outside of the State of California.

The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning transfer, termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Section VI E of the Franchise Agreement is amended to state: In California, the maximum interest permitted by law is 10% annually.

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

3. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

Superglass Windshield Repair, Inc.,
a Georgia corporation

By: _____
Meghan Martin, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

**RIDER TO THE SUPERGLASS WINDSHIELD REPAIR, INC.
FRANCHISE AGREEMENT FOR USE IN ILLINOIS**

THIS RIDER is made and entered into on _____, 202____ (the “Effective Date”) by and between **Superglass Windshield Repair, Inc.**, a corporation formed under the laws of the State of Georgia, with its principal business address at 6220 Hazeltine National Dr., Suite 118, Orlando, Florida 32822 (“**we**,” “**us**,” or “**our**”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address _____ at _____ (“**you**” or “**your**”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 201____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the Superglass Windshield Repair franchise that you will operate under the Franchise Agreement will be located in Illinois, and/or (b) you are domiciled in Illinois.
2. Illinois law governs the agreements between the parties to this franchise.
3. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.
4. Section 41 of the Illinois Franchise Disclosure Act provides that 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. Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
6. The payment of the Initial Franchise Fee by Franchisee is deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

Superglass Windshield Repair, Inc.,
a Georgia corporation

By: _____
Meghan Martin, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]
Title of Signatory: _____

**RIDER TO THE SUPERGLASS WINDSHIELD REPAIR, INC.
FRANCHISE AGREEMENT FOR USE IN MARYLAND**

THIS RIDER is made and entered into on _____, 202____ (the “Effective Date”) by and between **Superglass Windshield Repair, Inc.**, a corporation formed under the laws of the State of Georgia, with its principal business address at 6220 Hazeltine National Dr., Suite 118, Orlando, Florida 32822 (“we,” “us,” or “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address _____ at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Superglass Windshield Repair Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Maryland, and/or (b) the Superglass Windshield Repair franchise that you will operate under the Franchise Agreement will be located in Maryland.

2. Section VI A of the Franchise Agreement is amended to provide the following: Based on the Franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the franchise agreement.

3. **NON-WAIVER.** The following is added to the Franchise Agreement:

These acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. **RELEASES.** The following is added to Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **TERMINATION.** The following is added to the Franchise Agreement:

however, we and you acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

6. **GOVERNING LAW.** The Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Georgia, without regard to its conflict of laws rules, except that (1) any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section and (2) Maryland law will apply to claims arising under the Maryland

Franchise Registration and Disclosure Law.

7. **CONSENT TO JURISDICTION.** The Franchise Agreement amended with the following:

Subject to the above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled, or the franchised business is located. Notwithstanding the foregoing, you may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

8. **LIMITATIONS OF CLAIMS.** The Franchise Agreement is amended with the following:

provided, however, that this limitation of claims shall not act to reduce the 3-year statute of limitations afforded you for bringing a claim under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

Title of Signatory: _____

Superglass Windshield Repair, Inc.,
a Georgia corporation

By: _____
Meghan Martin, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

By: _____
[Signature of person signing
on behalf of entity]

**RIDER TO THE SUPERGLASS WINDSHIELD REPAIR, INC.
FRANCHISE AGREEMENT FOR USE IN MINNESOTA**

THIS RIDER is made and entered into on _____, 202__ (the “Effective Date”) by and between **Superglass Windshield Repair, Inc.**, a corporation formed under the laws of the State of Georgia, with its principal business address at 6220 Hazeltine National Dr., Suite 118, Orlando, Florida 32822 (“we,” “us,” or “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address _____ at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Superglass Windshield Repair Franchise Agreement dated _____, 20__ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Superglass Windshield Repair franchise that you will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota.

2. **RELEASES.** The following is added to the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

3. **RENEWAL AND TERMINATION.** The following is added to the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **GOVERNING LAW.** The Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Georgia, without regard to its conflict of laws rules, except that (1) any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section and (2) nothing in this Agreement will abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

5. **CONSENT TO JURISDICTION.** Section XXX1 C. of the Franchise Agreement is deleted and replaced with the following:

We and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the franchised business is located. Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in the Agreement shall abrogate or reduce any of your rights under Minnesota Statutes Chapter 80C or your right to any procedure, forum or remedies that the laws of the jurisdiction provide.

6. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** To the extent required by the Minnesota Franchises Law, any restrictions as to punitive damages or jury trials is deleted.

7. **INJUNCTIVE RELIEF.** The Franchise Agreement is amended with the following:

Nothing in this Agreement bars our right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause us, the Marks, and/or the Franchise System loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions (subject to our obligation to arbitrate the underlying claim if required by this Agreement). You agree that we may seek such injunctive relief in addition to such further or other relief as may be available by law or in equity. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by injunction being expressly waived hereby).

8. **LIMITATIONS OF CLAIMS.** The following is added to the Franchise Agreement:

Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than 3 years after the cause of action accrues.

9. Section VI E. is amended to state the following: NSF Checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

Superglass Windshield Repair, Inc.,
a Georgia corporation

By: _____
Meghan Martin, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

**RIDER TO THE SUPERGLASS WINDSHIELD REPAIR, INC.
FRANCHISE AGREEMENT
USE IN NEW YORK FRANCHISEES**

THIS RIDER is made and entered into on _____, 202____ (the “Effective Date”) by and between **Superglass Windshield Repair, Inc.**, a corporation formed under the laws of the State of Georgia, with its principal business address at 6220 Hazeltine National Dr., Suite 118, Orlando, Florida 32822 (“we,” “us,” or, “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address _____ at _____ (“you” or “your”).

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of New York; (b) Franchisee is a resident of the State of New York; and/or (c) the Superglass Windshield Repair franchise will be located or operated in the State of New York.
2. Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.
3. Any provision in the Franchise Agreement requiring Franchisee to sign a general release of claims against Franchisor does not release any claim Franchisee may have under New York General Business Law, Article 33, Sections 680-695.
4. Franchisor will not assign its rights under the Franchise Agreement except to an assignee who in Franchisor's good faith and judgment is willing and able to assume Franchisor's obligations under the Franchise Agreement.
5. Notwithstanding the foregoing, the New York Franchises Law shall govern any claim arising under that law.
6. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
7. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

Superglass Windshield Repair, Inc.,
a Georgia corporation

By: _____
Meghan Martin, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

By: _____
[Signature of person signing
on behalf of entity]

**RIDER TO THE SUPERGLASS WINDSHIELD REPAIR, INC.
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

THIS RIDER is made and entered into on _____, 202____ (the “Effective Date”) by and between **Superglass Windshield Repair, Inc.**, a corporation formed under the laws of the State of Georgia, with its principal business address at 6220 Hazeltine National Dr., Suite 118, Orlando, Florida 32822 (“we,” “us,” or “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address _____ at _____ (“you” or “your”). (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20____ (the “Franchise Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of North Dakota and the Superglass Windshield Repair franchise that you will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **RELEASES.** The following is added to the Franchise Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE.** The following is added to the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, we will enforce the covenants to the maximum extent the law allows.

4. **ARBITRATION.** The Franchise Agreement is amended to read as follows:

We and you agree that, except for controversies, disputes, or claims related to or based on improper use of the Marks or Confidential Information, all controversies, disputes, or claims between us and our affiliates, and our and their respective shareholders, officers, directors, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to:

- (1) this Agreement or any other agreement between you and us (or our affiliates);
- (2) our relationship with you;
- (3) the validity of this Agreement or any other agreement between you and us (or our affiliates); or
- (4) any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association. The arbitration proceedings will be conducted by one arbitrator and, except as this Sub-section otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrator in or within fifteen (15) miles of our then existing principal office; provided, however, that to the extent required by the North Dakota Franchise Investment Law (unless such a requirement is preempted by the Federal Arbitration Act), arbitration shall be held at a site to which we and you mutually agree. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ I, et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

5. **GOVERNING LAW.** The Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law and except as otherwise required by North Dakota law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Georgia, without regard to its conflict of laws rules, except that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section.

6. **CONSENT TO JURISDICTION.** The Franchise Agreement is amended with the following:

Subject to the above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the franchised business is located. Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, and subject to your arbitration obligations, you may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law.

7. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.** To the extent required by the North Dakota Franchise Investment Law, any restriction as to punitive damages or jury trials found within the Franchise Agreement is deleted.

8. **LIMITATIONS OF CLAIMS.** The following is added to the Franchise Agreement:

The statutes of limitations under North Dakota law apply with respect to claims arising under the North Dakota Franchise Investment Law.

9. Section 4.1 of the Franchise Agreement is amended to add the following: The payment of the Initial Franchise Fee and Development Fees are not due until such time as the franchisor has fulfilled its pre-opening obligations and the franchisee has commenced business pursuant to the franchise agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

Superglass Windshield Repair, Inc.,
a Georgia corporation

By: _____
Meghan Martin, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

OHIO RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement and Multi-Unit Development Agreement dated _____ (the “Agreement”), between Superglass Windshield Repair, Inc., a Georgia corporation (“Superglass”) and _____, a _____ (“Franchisee”).

- 1. Definitions.** Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The “BOPA” means the Ohio Business Opportunity Act, codified in Revised Code of Ohio, Title XIII, Chapter 1334.

- 2. Applicability of BOPA.** Franchisee acknowledges that Superglass is providing this Rider out of an abundance of caution, and that neither the execution of this Rider nor any other act of Superglass constitutes an intent that BOPA apply to the transaction between Superglass and Franchisee or an admission by Superglass that the transaction fails to comply in any material respects with the trade regulation rule of the federal trade commission, “disclosure requirements and prohibitions concerning franchising,” 16 C.F.R. 436.1 et seq.

- 3. No Delivery of Goods or Services during Cancellation Period.** Superglass will not commence delivery of any goods or provide any services during the time within which Franchisee may cancel the Agreement as provided in Section 5 below.

- 4. Jurisdiction and Venue.** In connection with the sale of the franchise, any provision in the Agreement restricting jurisdiction or venue to a forum outside of Ohio, or requiring the application of laws of another state, is void with respect to a claim otherwise enforceable under Sections 1334.01 to 1334.15 of the BOPA.

- 5. Cancellation.** You, the franchisee, may cancel the transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.

Agreed to by:

FRANCHISOR:

FRANCHISEE:

SUPERGLASS WINDSHIELD REPAIR, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**OHIO
NOTICE OF CANCELLATION**

[Insert Date Agreement Signed by FRANCHISEE]

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following Superglass Windshield Repair, Inc.'s receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Superglass at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of Superglass regarding the return shipment of the goods at Superglass's expense and risk. If you do make the goods available to Superglass and Superglass does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to Superglass, or if you agree to return them to Superglass and fail to do so, then you remain liable for the performance of all obligations under the Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Superglass Windshield Repair, Inc., at 6220 Hazeltine National Dr., Suite 118, Orlando, FL 32822, or send a fax to Superglass at 407-240-3266 or an e-mail to Superglass at david@sgwr.com, not later than midnight of *[Insert date that is five business days after the date above]*.

I hereby cancel this transaction.

FRANCHISEE:

By: _____

Name: _____

Title: _____

Date: _____

**RIDER TO THE SUPERGLASS WINDSHIELD REPAIR, INC.
FRANCHISE AGREEMENT FOR USE IN RHODE ISLAND**

THIS RIDER is made and entered into on _____, 202__ (the "Effective Date") by and between **Superglass Windshield Repair, Inc.**, a corporation formed under the laws of the State of Georgia, with its principal business address at 6220 Hazeltine National Dr., Suite 118, Orlando, Florida 32822 ("we," "us," or, "our"), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Rhode Island and the Superglass Windshield Repair franchise that you will operate under the Franchise Agreement will be located in Rhode Island; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Rhode Island.

2. Section XXXI of the Franchise Agreement is amended with the following:

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Georgia, without regard to its conflict of laws rules, except that (1) any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Sub-section and (2) to the extent required by applicable law, Rhode Island law will apply to claims arising under the Rhode Island Franchise Investment Act.

Subject to the above and the provisions below, we and you (and your owners) agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must be commenced in the state or federal court of general jurisdiction which is closest to where our principal office then is located, and we and you (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Nonetheless, we and you (and your owners) agree that any of us may enforce any arbitration orders and awards in the courts of the state or states in which you are domiciled or the Franchised business is located. Notwithstanding the foregoing, to the extent required by applicable law, you may bring an action in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

Superglass Windshield Repair, Inc.,

a Georgia corporation

By: _____
Meghan Martin, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

By: _____
[Signature of person signing
on behalf of entity]

**RIDER TO THE SUPERGLASS WINDSHIELD REPAIR, INC.
FRANCHISE AGREEMENT FOR USE IN VIRGINIA**

THIS RIDER is made and entered into on _____, 202__ (the “Effective Date”) by and between **Superglass Windshield Repair, Inc.**, a corporation formed under the laws of the State of Georgia, with its principal business address at 6220 Hazeltine National Dr., Suite 118, Orlando, Florida 32822 (“we,” “us,” or, “our”), and _____, a _____ [corporation, limited liability company, general partnership, or limited partnership] formed under the laws of the State of _____, [or a sole proprietorship] with its principal business address at _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Franchise Agreement dated _____, 20__ (the "Franchise Agreement") that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are domiciled in Virginia and the Superglass Windshield Repair franchise that you will operate under the Franchise Agreement will be located in Virginia; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Virginia.

2. Section VI (A) of the Franchise Agreement is amended to add the following, “The payment of the Initial Fee and other payments is deferred until Franchisor has met its pre-opening obligations to Franchisee.”

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date.

Superglass Windshield Repair, Inc.,
a Georgia corporation

By: _____
Meghan Martin, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]
Title of Signatory: _____

By: _____
[Signature of person signing
on behalf of entity]

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, and RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration 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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

FRANCHISEE: _____

Signature: _____

Title: _____

Attest: _____

Title: _____

Date of Execution: _____

FRANCHISOR: Superglass Windshield Repair,
Inc.

Signature: _____

Title: _____

Attest: _____

Title: _____

Date of Execution: _____

EXHIBIT B

CONSOLIDATED, AUDITED FINANCIAL STATEMENTS
FOR THE YEARS ENDING 2020, 2021 AND 2022

SUPERGLASS WINDSHIELD REPAIR, INC.
AUDITED FINANCIAL STATEMENTS
YEARS ENDED DECEMBER 31,
2022, 2021 AND 2020

SUPERGLASS WINDSHIELD REPAIR, INC.

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
SuperGlass Windshield Repair, Inc.
Orlando, Florida

We have audited the accompanying financial statements of SuperGlass Windshield Repair, Inc. (a Florida corporation) which comprise the balance sheet as of December 31, 2022, 2021 and 2020 and the related statements of income, stockholders' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of SuperGlass Windshield Repair, Inc. as of December 31, 2022, 2021 and 2020, 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. 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 SuperGlass Windshield Repair, Inc. and to meet our other 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 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 SuperGlass Windshield Repair, Inc.'s ability to continue as a going concern within one year after the due date that the financial statements are 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 misstatements, 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 generally accepted auditing standards 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, including omissions, 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.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess 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 SuperGlass Windshield Repair, Inc.'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 judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about SuperGlass Windshield Repair, Inc.'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.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Supplemental Schedule of General and Administrative Expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Price & Associates
Certified Public Accountants, LLC

March 31, 2023

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

STATEMENT OF INCOME

	Year Ended December 31		
	2020	2021	2022
REVENUES			
Chemical and Product Sales	\$ 209,046	\$ 327,105	\$ 248,018
Franchise Sales	165,770	145,210	128,774
Franchise Royalties	333,293	391,043	424,464
Other Revenue	94	4,274	2,216
Total revenues	708,203	867,632	803,472
Cost of Good Sold	188,828	196,036	135,334
Gross Profit	519,375	671,596	668,138
General and Administrative Expenses (see attached schedule)	764,390	649,255	622,184
Income/(Expense)			
Interest Expense	(1,161)	(4,847)	(4,351)
Miscellaneous Income	69,215	189,121	3,518
Bad Debt Expense	-	(862)	(9,690)
Total Other Income and Expense	68,054	183,412	(10,523)
Income Before Income Taxes	(176,961)	205,753	35,431
Income Tax Expense			
Current	-	2,526	3,588
Deferred	2,822	(101)	(8,444)
Total Income Tax Expense	2,822	2,425	(4,856)
Net Income	\$ (179,783)	\$ 203,328	\$ 40,287

See accompanying notes and independent accountant's audit report

SUPERGLASS WINDSHIED REPAIR, INC.
Orlando, Florida

STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY

	Common Stock	Additional Paid in Capital	Treasury Stock	Retained Earnings	Total Stockholders' Equity
December 31, 2019	\$ 13	\$ 96,514	\$ (135,000)	\$ (259,250)	\$ (297,723)
Deposit adjustment				7,372	7,372
Current Year Income	-	-	-	(179,783)	(179,783)
Stock Repurchase	-	-	(46,000)	-	(46,000)
Dividend	-	-	-	-	-
December 31, 2020	\$ 13	\$ 96,514	\$ (181,000)	\$ (431,661)	\$ (516,134)
Prior period adjustment - contract liability	-	-	-	(8,159)	(8,159)
Current Year Income	-	-	-	203,328	203,328
Stock Repurchase	-	-	-	(20,000)	(20,000)
Dividend	-	-	-	-	-
December 31, 2021	\$ 13	\$ 96,514	\$ (181,000)	\$ (256,492)	\$ (340,965)
Current Year Income	-	-	-	40,287	40,287
Stock Repurchase	-	-	(15,000)	-	(15,000)
Stock Retirement	-	-	10,000	-	10,000
Dividend	-	-	-	-	-
December 31, 2022	\$ 13	\$ 96,514	\$ (186,000)	\$ (216,205)	\$ (305,678)

See accompanying notes and independent accountant's audit report

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

BALANCE SHEET

	As of		
	2020	2021	2022
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$ 11,724	\$ 164,008	\$ 192,543
Accounts receivable (net of allowance for doubtful accounts of \$0, \$0 and \$0)	10,222	14,155	53,019
Notes receivable (net of allowance for doubtful accounts of \$26,400, \$0 and \$0)	1,300	5,170	-
Royalty receivable	29,200	37,200	32,617
Employee advances (net of allowance for doubtful accounts of \$37,935, \$44,741 and \$37,691)	-	-	-
Other receivable	1,500	1,500	870
Income tax receivable	-	-	-
Prepaid expenses	1,564	1,564	1,564
Inventory	39,449	47,343	52,105
Total Current Assets	94,959	270,940	332,718
PROPERTY and EQUIPMENT			
Furniture and Equipment	34,726	34,726	38,127
Less: Accumulated Depreciation	(33,290)	(33,866)	(35,675)
Net Property and Equipment	1,436	860	2,752
OTHER ASSETS			
Deposits	7,373	7,373	7,373
Deferred Income Taxes	111,807	114,753	124,536
Notes Receivable	-	-	-
Total Other Assets	119,180	122,126	131,909
Total Assets	\$ 215,575	\$ 393,926	\$ 467,379
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES			
Accounts payable	\$ 1,685	\$ -	\$ -
Business Credit Card Payable	6,190	4,425	6,503
Accrued expenses	8,113	9,486	8,101
National Account Funds in Transition	7,680	54,088	53,014
Contract Liability	132,710	126,142	107,748
Current Portion Due to Former Shareholder	10,000	10,000	-
Current Income Taxes	-	2,526	3,588
EIDL Loan Funds - current portion	-	-	1,195
Other Current Liabilities	557	565	136
Total Current Liabilities	166,935	207,232	180,285
LONG-TERM LIABILITIES			
Contract Liability	399,704	420,389	485,258
EIDL Loan Funds	65,000	65,000	63,805
PPP Loan Funds	57,500	-	-
Deferred Income Taxes	570	1,270	2,609
Due to Former Shareholder, Less Current Portion	42,000	41,000	41,000
Total Liabilities	731,709	734,891	775,057
STOCKHOLDERS' EQUITY			
Common Stock, Par Value \$0.10 Per Share, 10,000 Shares			
Authorized, 1,270 Shares Issued and Outstanding	13	13	13
Additional Paid-in Capital	96,514	96,514	96,514
Treasury Stock, At Cost 430 Shares	(181,000)	(181,000)	(186,000)
Retained Earnings	(451,661)	(256,492)	(216,205)
Total Stockholders' Equity	(516,134)	(340,965)	(305,678)
Total Liabilities and Stockholders' Equity	\$ 215,575	\$ 393,926	\$ 467,379

See accompanying notes and independent accountant's audit report

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

STATEMENT OF CASH FLOWS

	Year Ended December 31		
	2020	2021	2022
CASH PROVIDED (USED) BY OPERATIONS			
Excess (deficit) of revenues over expenses	\$ (179,783)	\$ 203,328	\$ 40,287
Adjustment to reconcile excess of revenues over expenses to net cash provided by operating activities:			
Depreciation	1,000	576	1,810
Deferred Income Taxes	2,822	(101)	(8,444)
(Increase) decrease in:			
Accounts receivable	22,108	(3,946)	(38,867)
Notes receivable	37,787	(3,870)	5,170
Royalty receivable	3,335	(8,000)	4,583
Other receivable	-	-	630
Prepaid expenses	-	-	0
Inventory	26,868	(7,894)	(4,762)
Increase (decrease) in:			
Accounts payable	355	(1,685)	-
Business credit card payable	1,812	(1,765)	2,078
Accrued expenses	(9,312)	1,373	(1,385)
National account funds in transition	(22,887)	46,409	(1,073)
Current income taxes	(677)	2,526	1,052
Contract liability	(86,770)	3,815	46,576
Other current liabilities	(95)	8	(429)
NET CASH FROM OPERATING ACTIVITIES	(183,437)	230,784	47,236
CASH FLOWS FROM INVESTING ACTIVITIES			
Addition to property & equipment	-	-	(3,701)
NET CASH FROM INVESTING ACTIVITIES	-	-	(3,701)
CASH FLOWS FROM FINANCING ACTIVITIES			
Increase (decrease) in long-term debt	122,500	(57,500)	-
Payments to former shareholder	(4,000)	(1,000)	(10,000)
Dividend payments	-	(20,000)	-
Stock repurchases	-	-	(15,000)
Stock retirements	-	-	10,000
NET CASH FROM FINANCING ACTIVITIES	118,500	(78,500)	(15,000)
NET INCREASE (DECREASE) IN CASH	(64,937)	152,284	28,535
TOTAL CASH, beginning of year	76,661	11,724	164,008
TOTAL CASH, end of year	\$ 11,724	\$ 164,008	\$ 192,543
Interest paid	\$ 1,161	\$ 1,196	\$ 1,917
Income taxes paid	\$ -	\$ -	\$ -

See accompanying notes and independent accountant's audit report

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 and 2020

NOTE 1 - NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization and Purpose

SuperGlass Windshield Repair, Inc. ("SuperGlass" or "the Company") was formed in the State of Georgia in 1992. The Company moved to Orlando in 1998. SuperGlass is in the business of marketing, selling and supporting SuperGlass Windshield Repair franchises. They also provide training and products to their franchisees in their corporate office. Currently, there are 188 franchises operating in the United States and 45 franchises in eight foreign countries. In the years ended December 31, 2022, 2021 and 2020, there were 8, 8 and 2 franchises sold, respectively.

B. Basis of Accounting

SuperGlass prepares its financial statements on the accrual basis of accounting in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP"). Revenues are recognized in the period in which they are earned. Revenue recognition of initial franchise fees occurs when all set up and training of the franchisee is complete. Recurring franchise fees are recognized in the period they are earned. Expenses are recognized in the period in which they are incurred.

C. Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions. These estimates and assumptions may affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities at the balance sheet date, and the reported amounts of revenues and expenses reported during the year then ended. Accordingly, actual results may differ from those estimates.

D. Cash Equivalents

For purposes of the statement of cash flows, SuperGlass considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

See independent accountant's audit report

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SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 and 2020

NOTE 1 - NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

E. Accounts Receivable

Accounts receivable are stated at the gross receivable, net of any allowances for uncollectible accounts. All of the Company's receivables are from franchisees. The Company reviews its accounts receivable aging on a regular basis for accounts where collectability is questionable. Based on this review, Company management records reserves for potential uncollectible amounts as necessary based on the length of outstanding items and the knowledge of the franchisee. As of December 31, 2022, no reserve for uncollectible accounts has been recorded.

F. Inventories

Inventories are stated at lower of cost or market, which is determined on a first-in, first-out basis (FIFO) method. The Company only has finished goods inventory.

G. Income Taxes

The Company records income taxes using the asset and liability method of accounting for deferred income taxes. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequence of temporary differences between the financial statement and income tax basis of the Company's assets and liabilities. Income taxes are estimated in each of the jurisdictions in which the Company operates. This process involves estimating the tax exposure together with assessing temporary differences resulting from differing treatment of items, such as deferred revenue, for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included within the balance sheet. The recording of a net deferred tax asset assumes the realization of such asset in the future. Otherwise, a valuation allowance must be recorded to reduce this asset to its net realizable value. Management considers future pretax income and ongoing prudent and feasible tax planning strategies in assessing the net realizable value of tax assets and the need for such a valuation allowance. In the event that management determines that the Company may not be able to realize all or part of a net deferred tax asset in the future, a valuation allowance for the deferred tax asset is charged against income in the period such determination is made.

See independent accountant's audit report

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 and 2020

NOTE 1 - NATURE OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

G. Income Taxes continued

An entity may only recognize or continue to recognize tax positions that meet a “more likely than not” threshold. In the ordinary course of business, there is inherent uncertainty in quantifying income tax positions. The Company assesses its income tax positions and benefits for all years subject to examination based on management’s evaluation of the facts, circumstances and information available at the reporting date. For those income tax positions where it is not more likely than not that a tax liability will be incurred or a tax benefit will be sustained, the Company has recognized the largest amount of tax expense or benefit with a greater than 50% likelihood of being realized upon ultimate settlement with a taxing authority that has full knowledge of all relevant information. For those income tax positions where it is not more likely than not that a tax benefit will be sustained, no tax benefit has been recognized in the Company’s financial statements. Management believes that the Company has not taken material tax positions that would be deemed to be “uncertain,” therefore, the Company has not established a liability for uncertain positions for the 12 month period ending December 31, 2022.

H. Property and Equipment

Property and equipment are stated at cost. Assets are capitalized when the purchase price exceeds \$100 and the estimated useful life is more than one year. Depreciation and amortization of property and equipment, and capital leases are computed principally by the straight-line method based upon the following estimated useful lives of the related assets:

	<u>Years</u>
Computer Equipment	5
Equipment	5
Furniture and Fixtures	7

Depreciation expense for the years ended December 31, 2022, 2021 and 2020 were \$1,810, \$576, and \$1,000, respectively.

I. Compensated Absences

The Company has not accrued compensated absences since the amount cannot be reasonably estimated.

See independent accountant’s audit report

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 and 2020

NOTE 2 – COMMITMENTS AND CONTINGENCIES

SuperGlass leases office space in Orlando, FL under a non-cancelable lease that expires on January 31, 2026. Future minimum lease payments for this location is as follows:

Year ending December 31:	<u>Amount</u>
2023	\$ 59,339
2024	62,082
2025	65,187
2026	<u>5,454</u>
	\$ 192,062

NOTE 3 – NOTES RECEIVABLE

As of December 31, 2022, SuperGlass had notes receivable for Franchise sales totaling \$9,670. Management has discussed these receivables with the franchisees and has recorded a reserve of \$0.

NOTE 4 – INCOME TAXES

Income tax expense attributable to continuing operations consists of:

	<u>Current</u>	<u>Deferred</u>	<u>Total</u>
Federal	\$ 3,588	\$ (8,444)	\$ 4,856
State	<u>0</u>	<u>0</u>	<u>0</u>
	\$3,588	<u>\$ (8,444)</u>	<u>\$ 4,856</u>

See independent accountant's audit report

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 and 2020

NOTE 4 – INCOME TAXES - CONTINUED

Income taxes differed from the amounts computed by applying the U.S. federal income tax rate to pretax proceeds as a result of the following:

Computed “expected” tax expense (benefit)	\$ 8,460
Penalties and fines	-846
Net operating loss	-14,352
Franchise sales	7,726
Installment sales	1,576
Other	<u>1,024</u>
	<u>\$ 3,588</u>

The tax effect of temporary differences that give rise to the deferred tax assets and liabilities are presented below:

Deferred Income Taxes:

Property, plant and equipment	(578)
Franchise sales	124,536
Installment Sales	<u>(2,031)</u>
Total Deferred Income Taxes	<u>\$ 121,927</u>

As of December 31, 2022, the SuperGlass has a net operating loss carryforward of \$104,264. This amount is available in the future to offset future income.

NOTE 5 – REVENUES

SuperGlass earns its revenue through sales of Franchises, royalties, chemical and sales. Franchise sales are reported net of any repurchased franchise territories. The Franchise sales and royalties for the years ended December 31, 2022, 2021 and 2020 accounted for 71%, 61%, and 64% of the sales, respectively. Royalties of 3-4% of sales for each franchise is forwarded to SuperGlass monthly. Franchises are sold at various prices depending upon location, area of coverage and other factors. Revenues have been disaggregated in the accompanying financial statements according to the timing of the transfer of good and services.

See independent accountant’s audit report

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 and 2020

NOTE 5 – REVENUES CONTINUED

Royalty revenues are recognized as earned on a monthly basis, franchise revenues (primarily franchise fees paid at the beginning of the franchise agreement) are recognized over the life of the franchise agreement and, chemical/product revenues are recognized upon shipment of the product. Economic factors, such as the economic state of the geographical region, type of customer, etc. impact the amount, timing and uncertainty of revenue and cash flows.

NOTE 6 – DUE TO FORMER SHAREHOLDERS

The amounts due to former shareholders include one shareholder. The amount is \$41,000. As there is no formal agreement specifying payment terms, Superglass will pay this amount as the budget allows. In 2022, \$0 was paid to former shareholders.

NOTE 7 – CONTRACT LIABILITIES

SuperGlass applied the modified retrospective transition method allowed under ASC 606 to contracts not completed as the application date (January 1, 2019). Under previous standards, franchise fees were fully recognized as revenue in the year that they were received. Under ASC 606, franchise fees are recognized as revenue over the life of the franchise agreement. The application of ASC 606 resulted in a retroactive reduction in retained earnings and increase in liabilities of \$722,205. Also, the application of ASC 606 reduced revenues and increased liabilities in 2022, 2021 and 2020 by \$157,815, \$134,123, and \$71,100, respectively. In addition, in 2022, 2021, and 2020, deferred franchise fees of \$111,239, \$130,308, and \$157,870, respectively were recognized as revenue under ASC 606.

NOTE 8 – CONTRACT RENEWAL/TRANSFER/TERMINATION/DISPUTE

The term of the Franchise Agreement is 10 years with the right of renewal if the Franchisee is in good standing. The Franchisee has the right to transfer the contract but SuperGlass has the right to approve transfers and the right of first refusal to acquire the business. The agreement may be terminated by the Franchisee upon written notice to SuperGlass and SuperGlass may terminate the agreement for cause. The termination may or may not be curable depending on the reasons for the termination. Also, any disputes are resolved via mediation or arbitration. Note that the Franchise Agreement in the areas of termination and renewal may be superseded by certain state statutes.

See independent accountant's audit report

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 and 2020

NOTE 9 – FRANCHISOR OBLIGATIONS

Franchisor obligations include pre-opening obligations, training programs and obligations during the operation of the business. Pre-opening obligations include advice and assistance to the Franchisee regarding location, layout, equipment, construction, operation, promotion and marketing. Also, the Franchisor will provide operations and training manuals and a recommended system of accounting and internal controls. The Franchisor will also, provide two weeks of training with one week at the Franchisor's headquarters and one week of field training and market support. Following the opening of the Franchise, the Franchisor will be in weekly contact with the Franchisee for at least thirty days and subsequently, initiate at least one contact per month with the Franchisee.

NOTE 10 – ADVERTISING COSTS

Advertising costs are expensed at the time they are incurred. Advertising expense for the years ended December 31, 2022, 2021 and 2020 were \$3,155, \$1,433, and \$2,067, respectively.

NOTE 11 – NATIONAL ACCOUNT FUNDS IN TRANSITION

Superglass regularly receives monies from franchisee customers. These monies are remitted upon receipt to the franchisees.

NOTE 12 – TAX YEARS SUBJECTED TO EXAMINATION

No tax returns of the Company are currently under examination; however, years subsequent to 2020 are subject to examination.

See independent accountant's audit report

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SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2022, 2021 and 2020

NOTE 14 – EIDL LOAN

During 2020, the Company received an Economic Injury Disaster Loan (EIDL) loan as part of the COVID19 virus monies provided by the federal government. The amount was \$65,000 for the EIDL loan. The EIDL loan includes an interest rate of 3.75% with payments of \$301 per month beginning January 2023 for a period of 360 months. See repayment amounts below:

<u>Year</u>	<u>Principal</u>
2023	1,195
2024	2,532
2025	3,917
2026	5,348
2027	6,825
Thereafter	<u>45,183</u>
Total	\$65,000

NOTE 15 – SUBSEQUENT EVENTS

The date to which events occurring after the balance sheet date have been evaluated for possible adjustment to the financial statements or disclosure is the report date, which is the date on which the financial statements were available to be issued.

See independent accountant's audit report

SUPPLEMENTAL INFORMATION

SUPERGLASS WINDSHIELD REPAIR, INC.
Orlando, Florida

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES

	Year ended December 31		
	2020	2021	2022
Entertainment	\$ 1,841	\$ 1,842	\$ -
Late Fee	107	-	-
Uniforms	318	-	-
Penalties expense	-	2,416	4,030
Insurance	7,583	9,305	5,106
Credit Card Charges	13,279	12,548	-
Royalty Fees	-	256	-
Taxes and Licenses	-	35	-
Travel Costs Lodging	300	360	-
Franchise Sales Commissions	3,000	12,200	2,000
Outside Services	18,120	39,857	5,000
Tele Marketing Expenses	-	-	318
Rent	53,217	63,361	54,043
Equipmental rental/lease	-	-	1,113
Utilities	2,623	2,759	3,124
Telephone	9,503	9,587	9,935
Merchant processing fees	-	-	11,358
Repairs & Maintenance	127	2,260	1,220
Auto expense	-	-	131
Auto insurance	-	-	2,192
Meals	801	371	1,415
Travel	1,257	536	6,701
Permits and Licenses	988	1,019	907
Vehicle Expense	182	362	-
Internet expense	-	-	566
Website expense	-	-	11,852
Accounting	23,996	20,596	40,441
Professional fees	-	-	9,032
Legal	49,256	26,851	20,917
Postage	9,692	11,733	9,783
Office Supplies	5,918	3,860	7,564
Software expense	-	-	628
Computer expense	-	-	950
Bank Charges	3,310	5,710	6,312
Tolls & Parking	-	-	218
Depreciation & Amortization	1,000	576	1,810
Dues and Subscriptions	2,192	3,784	4,438
Miscellaneous	7,410	22,177	4,630
Salaries and wages	350,609	363,652	361,421
Payroll taxes	28,887	29,809	29,874
Advertising	2,067	1,433	3,155
Other Expense	307	-	-
California Restitution	67,170	-	-
Write off for closed franchise	52,865	-	-
Rescind Franchise Fee	721	-	-
Franchise Refund VA	45,744	-	-
TOTAL	\$ 764,390	\$ 649,255	\$ 622,184

See independent accountant's audit report

EXHIBIT C
LIST OF CURRENT FRANCHISEES
As of December 31, 2022

LOC STATE MARKET CITY	COMPANY NAME	OWNER	ADDRESS
AL Birmingham 490-1533	SuperGlass #138	Josh LaFond	PO Box 246 Gadsden 256-
AL Dothan 334-618-6357	SuperGlass #190	Terry Hardison	PO Box 266 Leesburg, GA
AL Gadsden 490-1533	SuperGlass #356	Josh LaFond	PO Box 246 Gadsden 256-
AL Gulf Shores 766-2931	SuperGlass #361	Bart Shaffer	4919 Millhouse Rd Gulf Shores 251-
AL Huntsville 651-5411	SuperGlass #280	Jordan Harbaur	6275 University Dr. Huntsville 256-
AL Montgomery 334-662-730 4	SuperGlass #313	Don Stinson	2353 Starr St. Montgomery
AR Ft. Smith 739-1536	SuperGlass #057	James Odle	506 Evergreen Dr. Van Buren 479-
AR Hot Springs 525-1504	SuperGlass #078	Dave Carter	225 Buena Vista Rd. Hot Springs 501-
AR Little Rock 246-8018	SuperGlass #354	Ryan Thomas	6820 Kamali Ave. Cordova 501-
AZ Casa Grande 520-560-1869	SuperGlass #095	Mike Johnson	85 W. Combs Rd San Tan Valley
AZ Phoenix 734-2498	SuperGlass #134	Quinton Anderson	PO Box 24189 Phoenix 623-
AZ San Tan Valley 520-560-1869	SuperGlass #287	Mike Johnson	85 W. Combs Rd. San Tan Valley
AZ Tucson 6522	SuperGlass #183	Andy Rothman	PO Box 23426 Tucson 520-404-
CA Bakersfield 679-6944	SuperGlass #306	Keith Coyle	13061 Rosedale Ave. Bakersfield 661-
CA Benicio 323-1171	SuperGlass #310	Eric Farley	7514 Oakcreek Dr. Stockton 925-
CA Orange County 4716	SuperGlass #106	Paul Pavone	417 Associated Rd A-245 Brea 714-612-
CA Chula Vista 312-5816	SuperGlass #206	Philip Rensburg	PO Box 83235 San Diego 619-
CA Eureka 845-9971	SuperGlass #269	Brandon Langston	1700 Compton Rd. Eureka 707-
CA Los Angeles 310-922-6779	SuperGlass #236	Cecilia Lilley	PO Box 33334 Granada Hills
CA Napa 867-7221	SuperGlass #283	Daniel Atkins	286 Jesse St Sebastopol 415-
CA Oakland 377-8580	SuperGlass #174	Shane Scholar	23114 Henry Lane Hayward 510-
CA Redondo Bch 547-0496	SuperGlass #226	Chris Delmatto	760 W. 4 th St. Ontario 302-
CA Sacramento	SuperGlass #019	Ryan Fullerton	PO Box 97 Esparto 916-

4169351					
CA	San Bernardino	SuperGlass #225	Chris Delmatto	760 W. 4 th St.	Ontario 302-
547-0496					
CA	San Diego	SuperGlass #153	Philip Rensburg	PO Box 83235	San Diego 619-
312-5816					
CA	San Francisco	SuperGlass #136	Stephanie Martin	2812 Garzi Ct.	Tracy 415-515-
2897					
CA	San Jose	SuperGlass #168	Lou Martinez	2812 Garzi Ct.	Tracy 415-515-
2897					
CA	Santa Barbara	SuperGlass #376	Quinton Anderso	PO Box 24189	Phoenix 623-
734-2498					
CA	Santa Cruz	SuperGlass #288	Lisa Flaherty	2100 Hickory Ct.	Hollister 813-
207-2940					
CA	Stockton	SuperGlass #209	David Macedo	PO Box 2111	Manteca 209-
598-1900					
CA	Tahoe	SuperGlass #009	Steve Douglass	PO Box 18501	Reno 775-720-
5432					
CA	Ventura	SuperGlass #237	David Lilley	1772 E. Avenida de los	Thousand Oaks
805-905-5338					
CO	Adams County	SuperGlass #228	Dan Grasso	9069 W. Coco Dr.	Littleton 303-
918-6691					
CO	Arapahoe Co	SuperGlass #218	Dan Grasso	9069 W. Coco Dr.	Littleton 303-
918-6691					
CO	Colorado Spgs	SuperGlass #238	Terry Thomas	4280 Rollins St.	Colorado Spgs
719-393-5710					
CO	Denver	SuperGlass #015	Dan Grasso	9069 W. Coco Dr.	Littleton 303-
918-6691					
CO	Durango	SuperGlass #026	Bill-Judy Black	PO Box 2712	Durango 970-
247-0917					
CO	Jefferson Co	SuperGlass #139	Dan Grasso	9069 W. Coco Dr.	Littleton 303-
918-6691					
CT	Hartford	SuperGlass #049	Len Altizio	4 Lincoln Ave E.	W. Harrison 888-
789-1220					
DE	Wilmington	SuperGlass #197	Randy Kobzina	PO Box 84	Telford 267-475-
1048					
FL	Ft. Lauderdale	SuperGlass #123	Mark Keller	PO Box 1452	Jensen Beach
772-267-03350					
FL	Gainesville	SuperGlass #193	Shawn Laffey	PO Box 358071	Gainesville 352-
209-4400					
FL	Jacksonville	SuperGlass #141	Matt karabas	517 pelicanbay dr	Daytona 904-
294-2122					
FL	Kissimmee	SuperGlass #341	Tom Pritchard	410 Balboa Rd.	Clermont 407-
797-6640					
FL	Lakeland	SuperGlass #214	Gary Cooper	3821 Quaint Ln.	Clermont 407-
616-5179					
FL	Melbourne	SuperGlass #257	Michael Scott	PO Box 412136	Melbourne 321-
223-4106					
FL	Miami Metro	SuperGlass #311	Claudia Hidalgo	14651 Biscayne Blvd	Miami 305-
209-2710					
FL	Miami-Dade Co	SuperGlass #166	Claudia Hidalgo	14651 Biscayne Blvd	Miami 305-
209-2710					
FL	Orlando	SuperGlass #065	Robert Casey	6220 Hazeltine Nat Dr.	Orlando 407-
240-1920					
FL	Ocala	SuperGlass #301	Reggie Oates	PO Box 771562	Ocala 727-
534-6863					

FL	Pasco County	SuperGlass #056	Reggie Oates	PO Box 771562	Ocala 727-
534-6863					
FL	Pensacola	SuperGlass #172	Gary Cooper	3821 Quaint Ln.	Clermont 407-
616-5179					
FL	Port St. Lucie	SuperGlass #266	Mark Keller	PO Box 1452	Jensen Beach
772-267-0350					
FL	Sanford	SuperGlass #189	Alan Gaul	99 Rosehill Crescent Ct.	DeBary 386-479-
6979					
FL	Sarasota	SuperGlass #270	Tommy Bridges	5172 Blackbirch Trail	Mulberry 914-
323-8322					
FL	St Petersburg	SuperGlass #137	Reggie Oates	PO Box 771562	Ocala 727-534-
68					
FL	Union County	SuperGlass #096	Audrey Smith	PO Box 14218	N Palm Beach
561-601-7384					
FL	Volusia Co	SuperGlass #140	Chris Taliaferro	PO Box 6323	Deltona 407-
860-1227					
FL	West Palm Bch	SuperGlass #300	Natasha Jordan	PO Box 1452	Jensen
Beach772-267-0350					
GA	Albany	SuperGlass #178	Randy Owens	PO Box 266	Cordele 229-
886-7732					
GA	Atlanta	SuperGlass #030	Michael Scott	PO Box 957494	Duluth 321-223-
4106					
GA	Augusta	SuperGlass #104	Matt Haddock	2616 Ponderosa Rd	Portal 912-682-
9571					
GA	Cobb County	SuperGlass #066	Joe Ginardi	3750 Pacific Drive	Austell 678-427-
2219					
GA	Columbus	SuperGlass #070	Billy Goodman	4490 River Road	Columbus 706-
660-0369					
GA	Cordele	SuperGlass #063	Randy Owens	PO Box 266	Cordele 229-
886-7732					
GA	Dalton	SuperGlass #119	Sharon Shepard	PO Box 825	Tunnel Hill 770-
548-5896					
GA	Braselton	SuperGlass #075	Michelle Kleinchitz	102 Chablis Ct	Braselton
321749-6739					
GA	Hapeville	SuperGlass #208	Joe Ginardi	3750 Pacific Drive	Austell 678-427-
2219					
GA	LaGrange	Superglass #059	Jeff Whitlock	710 Dingo Drive	Opelika 706-
883-6863					
GA	Rome	SuperGlass #230	Sharon Shepard	PO Box 825	Tunnel Hill 770-
548-5896					
GA	Savannah	SuperGlass #345	Ray Koke	192 Lakepoint Drive	Savannah 912-
272-7954					
GA	Statesboro	SuperGlass #114	Jimmy Johnson	2032 Plantation Pointe	Statesboro 912-
764-2294					
HI	Honolulu	SuperGlass #281	Jim Pferschy	7216 Ipu Place	Honolulu 800-
342-9000					
IA	Council Bluffs	SuperGlass #096	Boyd Baillie	3640 S. 77 th	Lincoln 402-486-
0506					
IA	Des Moines	SuperGlass #196	Bob West	PO Box 57251	Des Moines 515-
979-5015					
ID	Boise	SuperGlass #035	Colton Fagen	13599 W. Elmspring	Boise 208-565-
8461					
ID	Coeur d'Alene	SuperGlass #348	Noel Ferris	4464 E. Lupin Lane	Athol 208-217-
3966					
IL	Chicago	SuperGlass #146	Mike Helm	PO Box 2904	Naperville 630-

337-3588 IL Crete 0804	SuperGlass #242	Alan Robinson	3102 Bending Creek Tr	Crete 708-672-
IL Naperville 337-3588	SuperGlass #286	Mike Helm	PO Box 2904	Naperville 630-
IL St. Clair 238-8662	SuperGlass #277	Ron Taylor	476 Old Smizer Rd.	Fenton 636-
IN Indianapolis 910-2113	SuperGlass #044	Scott Haddock	9477 W. New Castle	Frankfort 317-
IN South Bend 276-4611	SuperGlass #211	Don Montgomery	1402 Greymoor Ct.	Mishawaka 574-
KS Kansas City 200-8488	SuperGlass #175	Steve Mynatt	PO Box 13411	Kansas City 816-
KY Lexington 659-9260	SuperGlass #121	Tom Blackburn	6400 Lomas Dr #318	Knoxville 865-
KY Louisville 594-8692	SuperGlass #207	Erwin Steenkamp	PO Box 21846	Louisville 502-
LA Baton Rouge 485-1204	SuperGlass #327	Guy Waugespack	7165 Madison Road	Maurice 225-
LA New Orleans 265-9933	SuperGlass #145	Steve Smith	705 E. Hibiscus Blvd	Melbourne 504-
MA Attleboro 220-8556	SuperGlass #027	Errol Graham	1643 Warwick Ave	Warwick 704-
MA Boston Weymouth 781-603-5686	SuperGlass #031	Dom Qualtieri	68 Hickory Lane	S
MD Baltimore 877-4597	SuperGlass #233	Yaakov Lichter	1330 Reisertown Rd.	Baltimore 718-
MI Detroit 313-475-9254	SuperGlass #072	Jami Orman	PO Box 401	Lincoln Park
MI Grand Rapids Rapid 616-915-6618	SuperGlass #199	Dave Heightchew	PO Box 888622	Grand
MI Muskegon 490-1533	SuperGlass #373	Joshua LaFond	PO Box 246	Muskegon 256-
MI Saginaw 534-1063	SuperGlass #259	G. Heightchew	PO Box 5814	Saginaw 989-
MN Minneapolis 763-367-0488	SuperGlass #204	Mike Moline	18195 Gladstone Blvd N.	Maple Grove
MN St. Cloud 763-367-0488	SuperGlass #285	Mike Moline	18195 Gladstone Blvd N.	Maple Grove
MN St. Paul 763-367-0488	SuperGlass #278	Mike Moline	18195 Gladstone Blvd N.	Maple Grove
MO Columbia 220-2235	SuperGlass #191	Heath Helsel	219 Bartley Lane	Fulton 573-
MO Fenton 238-8662	SuperGlass #277	Ron Taylor	476 Old Smizer Rd.	Fenton 636-
MO Joplin 438-1685	SuperGlass #055	Steve Tusinger	1020 NW Murphy Blvd	Joplin 417-
MO Kansas City 200-8488	SuperGlass #156	Steve Mynatt	PO Box 13411	Kansas City 816-
MO Springfield 417-861-7860	SuperGlass #008	Nathan Davis	1319 S. Marseilles	Republic
MO St. Charles 272-3551	SuperGlass #220	Dave Juengst	223 Salt Lick Rd #379	St. Peters 636-
MO St. Louis 314-565-2088	SuperGlass #154	Roger Sadler	413 Greenstone Dr.	Chesterfield

MS	Biloxi	SuperGlass #023	Steve Smith	705 E. Hibiscus Blvd	Melbourne 228-
233-8887					
NC	Asheville	SuperGlass #201	Robert Rosario	110-A Patton Hill Rd	Swananoa 828-
713-3529					
NC	Charlotte	SuperGlass #003	Todd Jones	3839 Bent Creek Dr.	Concord 704-
473-0539					
NC	Concord	SuperGlass #366	Todd Jones	3839 Bent Creek Dr.	Concord 704-
473-0539					
NC	Fayetteville	SuperGlass #349	Bill Pait	PO Box 152	Dublin 910-
862-5965					
NC	Jacksonville	SuperGlass #337	Scott Wiggs	149 Raintree Circle	Jacksonville 910-
599-7768					
NC	Raleigh	SuperGlass #069	Leena Lassiter	2664 Timber Drive	Garner 919-
406-4636					
NC	Wilmington	SuperGlass #359	Scott Morgan	PO Box 2676	Shallotte 910-
209-3166					
NE	Lincoln	SuperGlass #267	Boyd Baillie	3640 S. 77 th	Lincoln Park
402-486-0506					
NE	Omaha	SuperGlass #264	Boyd Baillie	3640 S. 77 th	Lincoln Park
402-486-0506					
NH	Concord	SuperGlass #374	Riley Antle	54 Luftkin Rd., Apt 3	Weare 603-454-
4549					
NJ	Bergen County	SuperGlass #151	Melinda Mendez	PO Box 304	Helmutta 551-
301-9023					
NJ	Bernardsville	SuperGlass #028	Randy Kobzina	PO Box 84	Telford 267-
475-1048					
NJ	Blairstown	SuperGlass #316	Angel Parades	1 Lambert Road	Blairstown 908-
674-0986					
NJ	Burlington Co	SuperGlass #110	Mark Tsai	800 N. 2 nd St. #186	Philadelphia 215-
383-0272					
NJ	Camden	SuperGlass #093	Mark Tsai	800 N. 2 nd St. #186	Philadelphia 215-
383-0272					
NJ	Elizabeth	SuperGlass #092	Brendan Morelli	PO Box 1536	Linden 908-338-
0609					
NJ	Gloucester Co	SuperGlass #113	Mark Tsai	800 N. 2 nd St. #186	Philadelphia 215-
383-0272					
NJ	Mercer Co	SuperGlass #017	Randy Kobzina	PO Box 84	Telford 267-
475-1048					
NJ	Morris Co	SuperGlass #021	Randy Kobzina	PO Box 84	Telford 267-
475-1048					
NJ	Newark	SuperGlass #100	Phil Morelli	PO Box 1536	Linden 732-
278-0902					
NJ	Ocean Co	SuperGlass #105	Phil Morelli	5 Canterbury Ct.	Jackson 732-
278-0902					
NM	Albuquerque	SuperGlass #006	Tee Thompson	9711 Toltec NE	Albuquerque
505-293-2620					
NM	E. Albuquerque	SuperGlass #355	Tobias Severn	8100 Wyoming Blvd E.	Albuquerque
505-357-7577					
NV	Las Vegas	SuperGlass #149	Devin Kalnins	2972 SE 38 th Ct.	Hillsboro 503-
819-1741					
NV	Reno	SuperGlass #005	Steve Douglass	PO Box 18501	Reno 775-
720-5432					
NY	Long Island	SuperGlass #276	Neil Della Ratta	64 Tarrence St.	Rockville Ctr.
516-683-1600					
NY	Monroe	SuperGlass #307	Nelson Feliz	PO Box 797	Harriman 845-

377-5037 NY White Plains 377-5037	SuperGlass #061	Nelson Feliz	20 Robyn Dr.	Monroe 845-
OH Akron 324-3736	SuperGlass #054	Alane Manda	2650 Cypress Dr. SE	Massillon 330-
OH Cincinnati 655-6770	SuperGlass #039	Paul Brungs	10592 Trevor Dr.	Aurora 812-
OH Cleveland Heights 866-944-8586	SuperGlass #263	Doug Thornton	3639 Avalon Rd.	Shaker
OK Tulsa 321-3196	SuperGlass #012	DeWayne Hale	15411 Foreacre Circle	Sapulpa 918-
OR Eugene 601-0905	SuperGlass #216	Brian LeBlanc	221 N. Central Ave #285	Medford 541-
OR Medford 601-0905	SuperGlass #195	Brian LeBlanc	221 N. Central Ave #285	Medford 541-
OR Portland 819-1741	SuperGlass #147	Devin Kalnins	2972 SE 38 th Ct.	Hillsboro 503-
PA Allentown 236-9559	SuperGlass #210	Anthony Baldwin	PO Box 1088	Stroudsburg 570-
PA Bucks County 475-1048	SuperGlass #222	Randy Kobzina	PO Box 84	Telford 267-
PA Chester Co 383-0272	SuperGlass #111	Mark Tsai	800 N. 2 nd St. #186	Philadelphia 215-
PA Glenshaw 559-5995	SuperGlass #051	Elaine Cummings	153 Trump Rd.	Cheswick 412-
PA Mechanicsburg 717-773-8619	SuperGlass #243	Larry Teal	458 Pawnee Dr.	Mechanicsburg
PA Montgomery Co 383-0272	SuperGlass #116	Mark Tsai	800 N. 2 nd St. #285	Philadelphia 215-
PA Philadelphia 383-0272	SuperGlass #112	Mark Tsai	800 N. 2 nd St. #285	Philadelphia 215-
PA Pittsburgh 720-8312	SuperGlass #085	Matt Blosl	PO Box 14911	Pittsburgh 412-
PA Schuylkill Co 475-1048	SuperGlass #274	Rory Kobzina	PO Box 84	Telford 267-
PA Washington Co 720-8312	SuperGlass #048	Matt Blosl	PO Box 14911	Pittsburgh 412-
RI Providence 220-8556	SuperGlass #074	Errol Graham	1643 Warwick Ave #164	Warwick 704-
SC Charleston 890-3138	SuperGlass #132	Rick Feauve	PO Box 81058	Charleston 843-
SC Myrtle Beach 890-3138	SuperGlass #234	Rick Feauve	PO Box 81058	Charleston 843-
SC Spartanburg 735-0114	SuperGlass #353	Gregg Slonin	3620 Pelham Rd #136	Greenville 864-
SD Rapid City 343-0266	SuperGlass #010	LeRoy Herr	22550 Mansfield Rd	Rapid City 605-
SD Sioux Falls 360-0565	SuperGlass #058	Merlyn Herr	PO Box 90028	Sioux Falls 605-
TN Chattanooga 548-5896	SuperGlass #050	Sharon Shepard	PO Box 825	Tunnel Hill 770-
TN Johnson City 737-4528	SuperGlass #160	Jerry Skidmore	209 Keeland Dr	Gray 423-
TN Knoxville 659-9260	SuperGlass #016	Tom Blackburn	6400 Lonas Drive #318	Knoxville 865-

TN	Memphis	SuperGlass #038	Ryan Thomas	6820 Kamali Ave	Cordova 501-
246-8018					
TN	Nashville	SuperGlass #186	Melvin Dockery	2774 Sutherland Dr	Thomson Station
615-579-7928					
TX	Comel Co	SuperGlass #102	Jonathan White	8521 Blanco Road	San Antonio 830-
217-2200					
TX	Conroe	SuperGlass #265	Bill Neely	PO Box 1208	Tomball 832-
797-8654					
TX	Corpus Christi	SuperGlass #260	Jim Murphy	13553 Camino de Plata	Corpus Christi
361-424-1797					
TX	Dallas	SuperGlass #052	Lee Simms	1016 Overhill Drive	Bedford 817-
825-5669					
TX	Denton	SuperGlass #108	Ron Fletcher	2224 Parkside Drive	Denton 940-
395-0243					
TX	El Paso	SuperGlass #290	Dave O'Donnell	825 Blacker St.	El Paso 915-
252-8990					
TX	Houston	SuperGlass #020	Ron Anderson	526 Kingwood Dr	Kiingwood 702-
303-7922					
TX	Plano	SuperGlass #279	Carlos DaSilva	PO Box 261888	Plano 972-
384-2400					
TX	Austin	SuperGlass #169	Jason McCain	8521 Blanco Rd #2-123	San Antonio 210-
490-7755					
TX	Odessa	SuperGlass #339	Ryan Posselt	4615 Andrews Highway	Odessa 432-
530-3133					
TX	San Antonio	SuperGlass #247	Brandon Walsh	8521 Blanco Rd #2-123	San Antonio 210-
490-7755					
TX	Tyler	SuperGlass #091	Dabi Simpson	PO Box 1245	Kilgore 903-
987-4361					
VA	Charlottesville	SuperGlass #296	Beau Ryan	PO Box 6853	Charlottesville
434-989-7484					
VA	Fairfax	SuperGlass #077	Paul Hormann	12345 Lawyers Rd.	Herndon 703-
264-9700					
VA	Richmond	SuperGlass #062	Chris Royster	4936 Hickory Road	Petersburg 804-
615-1277					
VA	Virginia Beach	SuperGlass #219	Chris Royster	4936 Hickory Road	Petersburg 804-
615-1277					
WA	Seattle	SuperGlass #357	Kane Assata	1902 204 th St. SW	Lynnwood 360-
722-4427					
DC	Washington DC	SuperGlass #299	Andrew Toone	913 Laredo St.	Silver Spring
301-760-4579					

The following signed a Franchise Agreement but had not yet opened as of 12/31/22:

Sam Walker

SuperGlass #24

18 Stockton Dr, Middletown RI 02842

401-266-8146

EXHIBIT D

FORMER FRANCHISEES

Franchise Locations that Closed in 2022

Georgia

Jon Hancock – Abandoned the Business
5679 Emily Lane
Hahira GA
229-300-5850

Oklahoma

Jabari Cooper
10600 S. Penn Ave.
Oklahoma City OK
404-710-4679

Oregon

Rick Rock
162 N. Saddle Ridge Loop
Pineridge OR
541-944-2834

Units Transferred in 2022

Alabama

Randy Owens
PO Box 266
Cordele, GA 31010
229-886-7732

California

Stephanie Martinez
2812 Garazi Court
Tracy CA 95304
415-515-2897

Santa Barbara
David Casey
5111 Bellville Ave.
Orlando FL 32812
407-970-0329

Florida

Audrey Smith
PO Box 32801
Palm Beach Gardens, FL 33420
561-601-7384

Texas

Ronald Fletcher
2224 Parkside Dr.
Denton TX 76201
940-395-0243

EXCEPT FOR THOSE FRANCHISEES LISTED ABOVE THERE ARE NOT FRANCHISEES WHO HAVE HAD AN OUTLET TERMINATED, CALCELED, NOT RENEWED, OR OTHERWISE VALUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT IN 2021 OR WHO HAVE NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE DATE OF THIS FRANCHISE DISCLOSURE DOCUMENT.

IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

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EXHIBIT E-1

TRAINING MANUALS TABLE OF CONTENTS



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Training Manual – Scratch Removal from Glass

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EXHIBIT F

**LIST OF STATE ADMINISTRATORS AND
STATE AGENTS FOR SERVICE OF PROCESS**

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed.

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Commissioner of Financial Protection and Innovation 2101 Arena Boulevard Sacramento, CA 95834 866-275-2677	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-7042	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities Unit 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce Securities Unit 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York	New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236	Secretary of State The Division of Corporations One Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor Dept 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor Dept 414 Bismarck, ND 58505-0510 (701) 328-4712

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex-69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission, Division of Securities and Retail Franchising 1300 East Main Street 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporations Commission, Division of Securities and Retail Franchising 1300 East Main Street, 1 st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Director of Dept. of Financial Institutions Securities division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, WI 53701 (608) 266-2801	

EXHIBIT G

SAMPLE FRANCHISE TERMINATION AGREEMENT

THIS FRANCHISE TERMINATION AGREEMENT (the “Agreement”) is executed on this ____ day of _____, 20____, by, between and among SUPERGLASS WINDSHIELD REPAIR, INC., a Georgia Corporation (“Franchisor”) and [FRANCHISEE, a [STATE] [resident, corporation, limited liability company] (“Franchisee”).

W I T N E S S E T H:

WHEREAS, Franchisor and Franchisee entered into a binding SuperGlass Windshield Repair Franchise Agreement, dated _____, 20____, for an initial term of ten (10) years (the “Franchise Agreement”); and

WHEREAS, Franchisee desires to be released from the Franchise Agreement; and

WHEREAS, Franchisor is willing to permit Franchisee’s release from the Franchise Agreement, subject to the conditions set forth herein; and

WHEREAS, Franchisee has complied with all of Franchisor’s requirements for effecting a termination of the Franchise Agreement, including, but not limited to:

Formally and in writing requesting the termination and release; and

Being current on all financial and other obligations under the Franchise and any other related Agreements.

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Franchisor terminates the Franchise Agreement and releases Franchisee from its obligations under the Franchise Agreement and all other related Agreements which commit Franchisee to operate the Franchise, subject to the provisions set forth below;

2. Franchisee[, its owners, officers and directors,] shall remain bound by all of the terms of the Franchise Agreement relating to and including his covenants of Non-competition, Non-solicitation and Non-disclosure;

3. Franchisee[, its owners, officers and directors,] shall remain bound by all of the terms of the Franchise Agreement relating to and including its covenants of indemnification and shall hold Franchisor harmless and indemnify Franchisor from any and all pre-existing claims and all claims, arising now or in the future, relating to the operation of the Franchise;

4. Franchisee[, its owners, officers and directors,] release and forever discharge Franchisor, its officers, owners, directors, agents, representatives, successors and assigns, from all claims which it may have now or may at any time acquire in the future, relating to or arising out of the Franchise Agreement and all other

related Agreements and out of the operation of the franchised business, including but not limited to claims under Federal and State law or any other applicable laws or regulations.

5. Franchisee[, its owners, officers, and directors,] hereby affirm that [it has][they have] turned over to Franchisor (and/or permanently removed and/or destroyed the electronic copies of) all originals and copies of all or any part of the Confidential Operating Manuals and all other proprietary information belonging to and/or property of Franchisor and/or used in the operations of the Franchise; and

6. Within thirty (30) days, Franchisee[, its owners, officers and directors,] shall remove any and all remaining decorations, coloring, trade name, trademarks, and other indicia which are a part of Franchisor's System, or which are confusingly similar to that of Franchisor and turn over to Franchisor all Proprietary Products and items bearing Franchisor's Proprietary Marks; and

7. Franchisee[, its owners, officers, and directors,] hereby affirm that [it has][they have] completely and properly submitted all reports and forms to Franchisor and accounted for all amounts earned in the operations of the Franchise; and

8. Franchisee shall immediately remove any and all insignia indicating that it is a Franchise and shall cease to represent itself as a Franchisee of Franchisor.

IN WITNESS WHEREOF, the undersigned hereunto set their hands and seals to this Franchise Termination Agreement on the date first written above.

Superglass Windshield Repair, Inc.,
a Georgia corporation

By: _____
Meghan Martin, CEO

FRANCHISE OWNER

[Print Name of Franchise Entity]

By: _____
[Signature of person signing
on behalf of entity]

Title of Signatory: _____

EXHIBIT H

STATE SPECIFIC ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT

The following are additional disclosures for our Multistate Franchise Disclosure Document. Various state franchise laws require us to make these additional disclosures. These additional disclosures will not apply to you unless you meet the jurisdictional requirements of the applicable state franchise registration and disclosure law independently without reference to these additional disclosures. These disclosures supplement our Disclosure Document and supersede any conflicting information contained in the main body of the Disclosure Document:

FOR THE STATE OF CALIFORNIA

RISK FACTORS FOR CALIFORNIA:

Franchisees must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk if your franchise fails.

Franchisor may terminate the Franchise Agreement and retain all initial fees paid by franchisees if franchisee fails to open its franchise within 6 months after signing the Franchise Agreement.

1. 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 DISCLOSURE DOCUMENT.
2. 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.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document 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 these persons from membership in the association or exchange.

3. Item 17 of the Disclosure Document is amended to add the following:
The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning transfer, termination or non-renewal of a 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. This provision may not be

enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 *et seq.*).

The Franchise Agreement contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

The Franchise Agreement requires litigation to be conducted in a court located outside of the State of California. This provision might not be enforceable for any cause of action arising under California law.

The Franchise Agreement requires application of the laws of a state other than the State of California. This provision might not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur at the forum indicated in Item 17 with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult legal counsel to determine the applicability of California and federal laws (including Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

5. The following URL address is for the franchisor's website:

www.superglass.com

FRANCHISOR'S WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

FOR THE STATE OF CONNECTICUT

1. Item 3 is amended to read as follows:

Neither the Franchisor nor any person identified in Items 1 or 2 above has any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations.

Neither the Franchisor nor any other person identified in Items 1 or 2 above has during the ten (10) year period immediately preceding the date of this Disclosure Document, been convicted of a felony or pleaded nolo contendere to a felony charge or been held liable in any civil action by final judgment, or been the subject of any material complaint or other legal proceeding where a felony, civil action, complaint or other legal proceeding involved violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, business opportunity law, securities law, misappropriation of property or comparable allegations or which was brought by a present or former purchaser-investor or which involves or involved the business

opportunity relationship.

Neither the Franchisor nor any person identified in Items 1 or 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under any federal, state or Canadian franchise, securities, business opportunity, antitrust, trade regulation or trade practice law as a result of concluded or pending action or proceeding brought by a public agency, or is a party to a proceeding currently pending in which an order is sought, relating to or affecting business opportunity activities or the seller-purchaser-investor relationship, or involving fraud, including but not limited to, a violation of any business opportunity law, franchise law, securities law or unfair or deceptive practices law, embezzlement, fraudulent conversion, misappropriation of property or restraint of trade.

Neither Company nor any person identified in Item 2 above 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) suspending or expelling these persons from membership in the association or exchange.

FOR THE STATE OF HAWAII

1. The Franchise Agreement has been amended as follows:

The Hawaii Franchise Investment Law provides rights to the franchisee concerning non-renewal, termination and transfer of the Franchise Agreement. If the Franchise Agreement, and more specifically, Sections 4.2, 16.2 and 18, contains a provision that is inconsistent with the Hawaii Franchise Investment Law, the Hawaii Franchise Investment Law will control.

The Franchise Agreement require franchisee to sign a general release as a condition of renewal or transfer of the franchise; this release shall exclude claims arising under the Hawaii Franchise Investment Law.

Section XXI of the Franchise Agreement, which terminates the Franchise Agreement upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

2. The Receipt Pages are amended to add the following:

THIS FRANCHISE WILL BE/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.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT AND 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.

FOR THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

The payment of the Initial Franchise Fee by Franchisee is deferred until Franchisor has satisfied its pre-opening obligations to Franchisee and the Franchisee has commenced business operations.

FOR THE STATE OF INDIANA

1. Item 8 of the Disclosure Document is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

2. Items 6 and 9 of the Disclosure Document are amended to add the following:
The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

3. Item 17 of the Disclosure Document is amended to add the following:
Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.

Item 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.

Item 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.

Item 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any

cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

FOR THE STATE OF MARYLAND

1. Item 5 is amended to add the following:

Based on the Franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the Franchisor completes its pre-opening obligations under the franchise agreement.

2. Item 17 of the Disclosure Document is amended to add the following:

Under the Maryland Franchise Registrations and Disclosure Law, Md. Code Ann. Bus. Reg. §14-201 et seq., no general release shall be required as a condition of renewal, termination and/or transfer that is intended to exclude claims under the Maryland Franchise Registration and Disclosure Law.

Any litigation between Franchisee and Franchisor may be instituted in any court of competent jurisdiction, including a court in the State of Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

In the event of a conflict of laws if required by the Maryland Franchise Registration and Disclosure Law, Maryland law shall prevail.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).

3. Exhibit G to the Disclosure Document is amended as follows:

Any portion of the Disclosure Questionnaire which requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts would constitute a violation of the Maryland Franchise Registration and Disclosure Law. Any of these representations 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.

FOR THE STATE OF MINNESOTA

1. Item 6 of the Disclosure Document is amended to add the following: NSF checks are governed by Minnesota Statute 604-113, which puts a cap of \$30 on service charges.

2. Item 13 of the Disclosure Document is amended as follows:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

3. Item 17 of the Disclosure Document is amended as follows:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement.

Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

Item 17 is amended that the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rule 2860.4400J. A court will determine if bond is required.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document 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.

FOR 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 B OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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 ARE 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 franchises 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, anti-fraud or securities law, fraud; embezzlement, fraudulent conversion or misappropriation of property, unfair or deceptive practices; or comparable allegations.

D. No such party is subject to a currently effective injunction 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 4:

Neither the Franchisor, its affiliate, its predecessor, officers, or general partner during the 10 year period immediately before the date of the offering circular: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. 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.

5. 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.

6. 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.

7. The following is added to the end of the “Summary” section of Item 17(j), titled “**Assignment of contract by franchisor**”:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. 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.

FOR THE STATE OF NORTH DAKOTA

Item 17 (c) of the Disclosure Document and Section 2 of the Franchise Agreement requires the franchisee to sign a general release upon renewal of the franchise agreement. Those provisions are deleted in their entirety.

Item 17 (i) of the Disclosure Document and Section 6 of the Area Development Agreement requires the franchisee to consent to termination or liquidated damages. Those provisions are deleted in their entirety.

Item 17 (r) of the Disclosure Document and Section 16.3 of the Franchise Agreement discloses the existence of certain covenants restricting competition to which franchisees must agree. Those provisions are deleted in their entirety.

Item 17 (u) of the Disclosure Document and Section 8 of the Area Development Agreement which require the franchisee to agree to arbitration or mediation of disputes in Georgia is amended to provide that the site of arbitration or mediation must be agreeable to all parties and must not be remote from the franchisee’s place of business.

Item 17 (v) of the Disclosure Document and Section 8 of the Area Development Agreement provide that franchisees must consent to the jurisdiction of courts in Georgia. Those sections are deleted in their entirety.

Section 17 (w) of the Disclosure Document and Section 8 of the Area Development Agreement provide that the agreement shall be construed according to the laws of the state of Georgia. Those sections are amended to substitute “North Dakota” for references to “Georgia”.

OHIO ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Ohio only, this Disclosure Document is amended by adding the following two cover pages to this Disclosure Document:

SUPERGLASS WINDSHIELD REPAIR, INC.

READ THIS DISCLOSURE DOCUMENT CAREFULLY

The state of Ohio has not reviewed and does not approve, recommend, endorse, or sponsor this or any franchise. If you have any questions about this franchise, the information contained in this disclosure document should be reviewed with an attorney or financial advisor before you sign any agreement.

The following disclosure document contains the disclosures required by Ohio law.

FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Superglass Windshield Repair, Inc. for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise agreement without reasonable cause. If any grounds for default or termination stated in the franchise agreement or development agreement, do 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.

FOR THE STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration 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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

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 provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

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	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
New York	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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.

EXHIBIT I

ACKNOWLEDGMENT OF RECEIPT

RECEIPT

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

If SuperGlass Windshield Repair, Inc. 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 (or sooner if required by applicable state law).

New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or 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.

If SuperGlass Windshield Repair, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit F.

We are SuperGlass Windshield Repair, Inc., 6220 Hazeltine National Dr., Suite 118, Orlando, Florida, 32822. Our telephone number is (407) 240-1920. Our approved franchise sellers are Meghan Martin, CEO, Michael Riley, President, SuperGlass Windshield Repair, Inc., 6220 Hazeltine National Dr., Suite 118, Orlando, Florida, 32822; (407) 240-1920.

Date of Issuance: March 31, 2023

See Exhibit F for our registered agents to receive service of process.

I have received a disclosure document dated March 31, 2023, that included the following Exhibits:

- A. Sample Franchise Agreement with Exhibits
 - Exhibit 1 – Commencement Date, Approved Location and Territory
 - Exhibit 2 – Entity Franchise Rider
 - Exhibit 3 – Unconditional Guaranty of Franchisee’s Undertakings
 - Exhibit 4 – Confidentiality Agreement (Equity Interest Owners)
 - Exhibit 5 – Noncompetition Agreement (Equity Interest Owners)
 - Exhibit 6 – Security Agreement
 - Exhibit 7 – State Prescribed Addenda to the Franchise Agreement
- B. Consolidated Financial Statements
- C. List of Current Franchisees
- D. List of Former Franchisees
- E. Manual
 - E-1 - Training Manual
 - Windshield Repair Training Manual Table of Contents
 - Headlight & Acrylic Training Manual Table of Contents
 - Scratch Removal from Glass Training Manual Table of Contents
 - E-2 - Operations Manual Table of Contents
- F. List of State Administrators & State Agents for Service of Process

- G. Sample Franchise Termination Agreement
- H. State Specific Addenda to the FDD
- I. Acknowledgement of Receipt

Signature: _____ (SEAL) Date: _____, 2023

Please sign TWO COPIES of this receipt, date your signature, and return the originals to Joseph J. Gottlieb, Esq., 284 N. Main Street, Alpharetta, Georgia 30009.

Item 23
RECEIPT

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

If SuperGlass Windshield Repair, Inc. 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 (or sooner if required by applicable state law).

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- H. State Specific Addenda to the FDD
- I. Acknowledgment of Receipt

Signature: _____ (SEAL) Date: _____, 2023

Please sign TWO COPIES of this receipt, date your signature, and return the originals to Joseph J. Gottlieb, Esq., 284 N. Main Street, Alpharetta, Georgia 30009 This disclosure document is also available in pdf format through an internet service, upon request and with a designated password.