



## FRANCHISE DISCLOSURE DOCUMENT

GET A GRIP Franchising, LLC  
(a New Mexico limited liability company)  
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Franchise support site: [www.getagripedge.com](http://www.getagripedge.com)  
Facebook: Get A Grip Resurfacing  
Twitter: getagripinc  
Instagram: getagrip\_resurfacing  
Houzz: getagripresurfacing  
Pinterest: getagripresurfacing  
Angie's List: Get A Grip Inc Resurfacing

This franchise offering covers the right to operate a service business that restores, resurfaces, and/or refinishes multiple surfaces, primarily bathtubs (porcelain and fiberglass) and countertops (laminated, cultured marble, and tile). Repairs may also be made to fiberglass tubs and showers, and many other types of kitchen and bathroom surfaces. Our work is performed for residential, commercial, and government properties.

The Initial Franchise Fee ranges from \$35,000 to \$65,000+, depending on the population in the primary marketing area ("PMA"). For PMAs with populations over 1,250,000, an additional \$5,000 is applicable for every additional 100,000 individuals living in that PMA. This brings the total estimated investment necessary to begin the operation of a franchised service business to range between approximately \$43,600 and \$92,700.

This franchise disclosure document (the "Disclosure Document") summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information in this document.**

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read your entire 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 the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at [www.ftc.com](http://www.ftc.com) for additional information. Call your state agency or visit your public library for other sources of franchising information.

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

Date of Issuance: April 2023. See State Cover Page for any particular state effective dates.

## 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
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
<b>How much will I need to invest?</b>	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.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only GET A GRIP business in my area?</b>	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What's it like to be a GET A GRIP franchisee?</b>	Item 20 and Exhibits F and F-1 list current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	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 models can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

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

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

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

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

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

### Some States Require Registration

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

Your state also may have laws that require special disclosures or amendments to 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 Bernalillo County, New Mexico. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Bernalillo County, New Mexico than in your own state. The requirement for formal dispute resolution proceedings to be held in Bernalillo County, New Mexico is necessary to maintain uniformity of Get A Grip, Inc.'s operations and dealings with franchisees, although it may increase a franchisee's costs and affect decisions in seeking to resolve or, if necessary, litigate disputes with us.

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

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- B. Franchise Agreement
- C. Table of Contents for Operations Manuals
- D. Confidentiality, Non-Disclosure, and Non-Competition Agreement
- E. State Addenda
- F. List of Franchisees
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- G. Financial Statements
- H. Receipts

## ITEM 1

### THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

#### A. Terminology.

To simplify the language in this “Disclosure Document,” “Company,” “we,” “us,” and “our” refer to GET A GRIP Franchising, LLC the franchisor. “You” means the person who acquires the franchise and includes your owners if you are a corporation or other business entity.

#### B. The Company, Our Parent, Predecessors, and Affiliates.

We are a New Mexico limited liability company doing business under the name GET A GRIP Franchising, LLC. Our principal office is located at 8905 Adams St NE, Albuquerque, New Mexico 87113. We were organized on January 9, 2007. Our parent and predecessor is GET A GRIP, Inc. (the “Parent”), a New Mexico holding corporation formed on November 1, 1995. Our Parent’s principal office is also located at 8905 Adams Street N.E., Albuquerque, New Mexico 87113. Our agent for service of process is Peacock Law, P.C. The address for Peacock Law, P.C. is 201 3<sup>rd</sup> St NW #1340, Albuquerque, NM 87102. In addition, we have listed our state agents for service of process in Exhibit A to the Franchise Disclosure Document.

We offer franchises for the operation of a service business described in this Item I-B (the “Franchised Business”). You will restore, resurface and/or refinish multiple surfaces. These will primarily include bathtubs (porcelain and fiberglass) and countertops (laminated, cultured marble, and tile). You also will make repairs to fiberglass tubs and showers, and many other types of kitchen and bathroom surfaces. Your work will be performed for residential, commercial, and government properties.

We grant the right to operate a Franchised Business under the franchise agreement attached as Exhibit B (the “Franchise Agreement”). Your Franchised Business will have a primary marketing area as more fully described in Item 12 (the “Primary Marketing Area” or “PMA”). A PMA typically consists of one or more counties.

If you acquire a Franchised Business, you will purchase and use certain products that we or our affiliates sell to you (“GET A GRIP Products”), use certain techniques and processes we and/or our Parent have developed, and use certain trademarks and service marks consistent with the license in the Franchise Agreement, including the marks DIAMOND COTE™, GETAGRIP® (U.S. Reg. No. 2,784,237), GET-A-GRIP, GET A GRIP, GET-A-METALLIC® (U.S. Reg. No. 4,402,646) GRIP-COTE™, GRIP-GUARD™, GRIP-GEAR™, GRIP-TEX™, BIO-INLAY® (U.S. Reg. No. 3,449,045) BIO-ADHESIVE™, EUROCLEAR™, EUROSTONE® (U.S. Reg. No. 3,367,740), OTTESEY® (U.S. Reg. No. 3,558,309) POLY-FIL™, POR-ETCH™ (collectively, the “Marks”, all of which we may periodically modify or supplement (collectively, the “System”).

#### C. Our Prior Business Experience.

Our Parent has operated a GET A GRIP service business in the Albuquerque, New Mexico area since 1999. That business is now operated by our affiliate GET A GRIP Resurfacing, LLC which is also located at 8905 Adams Street N.E., Albuquerque, New Mexico 87113. Our Parent has marketed dealerships for the GET A GRIP business concept since 1999 and currently has eight (8) dealerships operating a GET A GRIP service business. Our Parent no longer offers the dealerships, nor are they



available from any affiliate. Our Parent’s dealerships operate under agreements different than our Franchise Agreement, but the dealers offer to their customers most, if not all, of the same services and products that will be offered by our franchisees to their customers. We may offer some or all of our Parent’s dealers the opportunity to join our franchise program. It is possible that the terms of any franchise agreement acquired by a converting dealer may vary in some respects from our standard form Franchise Agreement. Neither we, any predecessor, including our Parent, nor any affiliate have offered franchises in any other lines of business.

D. Competition.

You will compete with other fixture refinishing businesses. This industry is fragmented. There are other businesses that offer fixture refinishing services on a national, regional, and/or local basis.

E. Specialized Industry Laws.

You must comply with all federal, state, and local laws and ordinances that apply to your operations, including state and federal environmental, health, sanitation, business, tax, insurance, OSHA, and employment laws. Some of the chemicals that your operations will use are classified as “hazardous materials.” You must comply with all laws, Department of Transportation regulations and other regulations concerning their transportation, storage, and disposal. You should investigate all of these laws. We do not assist in determining which specific federal, state, or local laws apply to your operations.

**ITEM 2**

**BUSINESS EXPERIENCE**

Our directors and principal officers and other executives who will have management responsibility under our franchise program and their principal occupations for the past 5 years are described below:

Sharon Marie Dillard:

Sharon Marie Dillard is the Chief Executive Officer, Co-founder, and Director of Marketing and Advertising for Get A Grip, Inc., the Parent and manager of Get A Grip Franchising, LLC, and has held that position since 1999.

Ryan Taylor Dillard:

Ryan Taylor Dillard is the President and Co-founder for Get A Grip, Inc., the Parent and manager of Get A Grip Franchising, LLC, and has held that position since 1999.

Austen Nicholas Dillard:

Austen Nicholas Dillard is a Vice President for Get A Grip, Inc., the Parent and manager of Get A Grip Franchising, LLC, and has held that position since 2001.

**ITEM 3**  
**LITIGATION**

Except for the following cases, no other litigation is required to be disclosed in this Disclosure Document:

*None*

**ITEM 4**  
**BANKRUPTCY**

No bankruptcy information is required to be disclosed in this Disclosure Document.

**ITEM 5**  
**INITIAL FEES**

You will pay us an initial franchise fee based on the population of your PMA. The current initial franchise fees are:

<b>Population in Your PMA (typically a county or counties)</b>	<b>Initial Franchise Fee</b>
250,000 to 499,999	\$35,000
500,000 to 749,999	\$45,000
750,000 to 999,999	\$55,000
1,000,000 to 1,249,000	\$65,000
More than 1,250,000	\$65,000 plus \$5,000 for each additional 100,000 in population in your PMA

The entire initial franchise fee is due when you sign the Franchise Agreement. No part of the initial franchise fee is refundable.

**ITEM 6**  
**OTHER FEES**

The following table summarizes the other fees payable by you:

TYPE OF FEE	AMOUNT	WHEN PAYABLE	REMARKS
National Maintenance Fee See Note 1	Based on the population of your PMA.	Monthly	Payment is due the first day of the fourth full month following the month in which the Effective Date of the Franchise Agreement falls. See Note 1

<b>TYPE OF FEE</b>	<b>AMOUNT</b>	<b>WHEN PAYABLE</b>	<b>REMARKS</b>
Supplemental Training Fees	\$450.00 per day per each trainee, plus room, board, and travel expenses	Prior to any supplemental training	Training will be held at our corporate offices or in your area. You will pay all costs of your employee's or our trainer's travel, lodging, meals, and other incidental expenses to attend any training. We reserve the right to modify this fee. See Note 2.
Supplier Evaluation Service Fee	\$450.00	With request for approval of a non-approved supplier	We reserve the right to modify this fee.
Transfer Fee	Greater of \$4,500 or 10% of our then current initial franchise fee for a PMA with the then current population of your PMA.	Upon receipt of your written request to transfer your franchise.	This fee does not apply to the single transfer of a franchise from a sole proprietor to a business entity wholly owned by the sole proprietor.
Insurance	Premiums and costs necessary to maintain required coverages	As incurred.	
Late Fees on All Payments	1.5% per month on all past due amounts	On demand	Payment of this amount is in additions to, and not in lieu of, any of our other rights under the Franchise Agreement, or otherwise, such as our right to terminate your Franchise Agreement for failure to make timely payments.
Dishonored Payment Charge	\$50 each	On Demand	Payment of this amount is in additions to, and not in lieu of, any of our other rights under the Franchise Agreement, or otherwise, such as our right to terminate your Franchise Agreement for failure to make timely payments
Audit Fees	All Audit Costs and Expenses	As incurred	See Note 3
Indemnification	Will vary with the circumstances	As incurred	See Note 4
Yearly Product Purchase Requirement	Will vary based on population of PMA	Yearly, beginning on the Effective Date	See Note 5

NOTES:

1. National Maintenance Fee: This is your monthly prepayment for National Maintenance. This mandatory monthly charge is based on the total population of your primary market area. It will be due on the first day of each month. It starts three months (90 days) after your business starts, your “Effective Date.”

If your population in your Primary Marketing Area is between:

Your Maintenance Fee will be:

Less than 250,000	\$300.00 years 1-2 \$350.00 years 3-4 \$400.00 year 5
250,000 to 499,999	\$350.00 years 1-2 \$400.00 years 3-4 \$450.00 year 5
500,000 to 749,999	\$400.00 years 1-2 \$450.00 years 3-4 \$500.00 year 5
750,000 to 999,999	\$450.00 years 1-2 \$500.00 years 3-4 \$550.00 year 5
1,000,000 to 1,249,999	\$500.00 years 1-2 \$550.00 years 3-4 \$600.00 year 5
More than 1,250,000	\$550.00 years 1-2 \$600.00 years 3-4 \$650.00 year 5

\*After the 5th year of operating a Get A Grip franchise, you will be locked in at the 5-year rate listed in your current contract renewal.

This monthly payment contributes to the following:

- a. Keeping the main website, GetAGrip.com, updated with the latest content, products, materials, videos, and website structure. We base and update our structure on our research of user activity, which helps promote the national brand. It also ensures that the main site helps to funnel leads to our franchisees.

- b. Ongoing website maintenance of GetAGrip.com. This includes, but is not limited to, ongoing security updates, weekly backups, updating any outdated code, and website hosting as technology advances.
- c. Creation of your local franchisee subpages within the main GetAGrip.com website platform. This allows us to include our custom videos with your webpage, which in turn helps you stand out and showcase the amazing products you offer in your local market. Additionally, your individual page within the GetAGrip.com website is seeded with local keywords to help lay the foundation for ranking and being found in search engines in your local market.
- d. Ongoing content updates throughout the main website and individual franchisee pages. Whenever you'd like us to add or change content on your page with more personalized information about your business, pictures, content, awards, reviews, etc., our team will do that at no additional charge.
- e. Marketing Best Practices: Custom franchisee "How To" and "Best Practices" tutorial and setup videos from our internet marketing team for local marketing, social media, SEO, and other business development basics, aimed to help you grow your local market online and off-line.
- f. Social Media Marketing: Corporate provided continual social media marketing for the Get A Grip corporate and individual franchisee social media accounts. This includes, but is not limited to, social media ad graphic creation, data analysis and tweaks, and promotional video exposure. Social Media platforms marketed on will include Facebook, Twitter, Instagram, Pinterest, and other various media that benefit Get A Grip with promotion, exposure, branding, and client acquisition based on the trending social media markets that best fit the targeted markets for both the Get A Grip corporate office and all Get A Grip franchisees.
- g. Search Engine Optimization (SEO) Corporate: Ongoing search engine optimization and marketing improvements to the main corporate website. By continuing to strengthen the GetAGrip.com website, we are able to rank for countless critical keywords that drive leads for our franchisees both through the main site and their individual franchise page.
- h. Search Engine Optimization (SEO) Local: Ongoing foundational search engine optimization (SEO) for the Get A Grip individual franchisee pages, which will directly benefit franchisee local markets and search terms associated with the services you provide, all with the goal of increasing traffic to our websites and increasing sales. \*Additional local SEO services available at additional cost as needed.
- i. Google Business Profile: Setting up and customizing your business profile in Google's local search maps and business directory, "Google Business Profile". We get this up and running as soon as you open your business. We also optimize your listing with photos, keywords, and the proper structure to help lay the foundation for visibility in Google's search engines. Additionally, we provide support as you get your business verified with Google.
- j. Production of new videos to educate your customers, help you sell new products and methods, and to continue to position Get A Grip and all franchisees as leaders in the

resurfacing industry. These videos will go on the main Get A Grip YouTube channel, as well as GetAGrip.com.

- k. Unlimited, 24/7 access to our exclusive website, Get A Grip EDGE, which provides ongoing technical, marketing, and administrative support to all our franchisees. This site gives our franchisees updates and archived information on all Inter-Office Memos; Constant Contact newsletters; Operations Manuals; ongoing video demonstrations of products, materials, safety, and training; logo designs; and vehicle layouts to help promote your business.
- l. Initial set-up and maintenance for corporate and individualized emails, including updates, email signature set-up, additions, changes, and ongoing support.
- m. Creation and maintenance of your ID package consisting of business cards, letterhead, envelopes, and ID badges through our several marketing firms.
- n. Creation and maintenance of your individual promotional flyers, brochures, and ads. This includes customization for your individualized local area and access to a professional graphic designer and copywriter.
- o. Business advice, marketing support, counseling, and training by the corporate office.
- p. Videos on training, safety, and technical support by our marketing firm.
- q. Marketing support coupled with continual Research and Development (R & D). This is where new and improved products are created to keep us at the forefront of the refinishing industry.
- r. Everyday 24/7 access to Get A Grip corporate officers for technical and business support.
- s. Access to discounted supplies from Get A Grip corporate's bulk buying and continued investment in inventory, where we strive to obtain the best and most up-to-date materials for our franchisees and technicians out in the field.
- t. Researching, purchasing, and creating proper domains for each franchisee along with ongoing domain renewals.
- u. Renewals on any new or existing patents, trademarks, copyrights, and proprietary products, materials, or apparatus of any intellectual properties that Get A Grip obtains.
- v. Custom logo creation and artwork for all existing and new Get A Grip products: Diamond Cote™, Get A Grip®, Eurostone®, Bio-Inlay®, Ottesey®, Get A Metallic®, Grip-Gear™, Euroclear™, Bio-Adhesive™, Grip-Cote™, Grip-Guard™, Grip-Tex™, Poly-Fil™, Por-Etch™.

2. Initial Training and Supplemental Training Fees: There is no separate charge for your initial training. There will be a \$450 per day per trainee charge for any supplemental, continuing education, or corrective training provided by us. This training, at our discretion, will be held at our headquarters or in your PMA. If a manufacturer provides the training, the manufacturer may charge a fee or tuition determined by the manufacturer. You will be responsible for all associated expenses, including travel, room, and board expenses for your employee to attend the training or, as the case may be, for our trainer to travel to and conduct the training in your PMA.

3. Audits: We and our designated agents, including accountants and auditors, have the right to examine and audit your records, accounts, books, and data at all reasonable times at the place(s) where those records, accounts, books, and data are maintained by or for you to ensure that you are complying with the terms of the Franchise Agreement. If our examination reveals that any financial information you reported and any amounts you paid us or our affiliates is less than the amounts we calculate, you must immediately pay us the amount owing consistent with the corrected report, plus interest as provided in the Franchise Agreement. If we find a discrepancy of 2% or more of the amount that you should have paid or reported, you must also pay and reimburse us for all expenses connected with the examination. This may include reasonable accounting and legal fees and travel expenses. We may also exercise any other remedies we may have under the Franchise Agreement.

4. Indemnification: You must indemnify and reimburse us and our affiliates, shareholders, directors, officers, employees, agents, representatives, successors, and assignees (the “Indemnified Parties” for all claims, obligations, taxes, and damages listed in the Franchise Agreement). This includes all obligations, actual, consequential, punitive, and exemplary damages, and costs reasonably incurred in defending any claim against the Indemnified Parties. The indemnification obligation continues following the expiration or termination of the Franchise Agreement.

5. Fees Generally: Unless otherwise stated, all fees are imposed by, payable to and collected by us and are non-refundable. The fees or, as the case may be, the methods of calculating fees, are uniform as to prospective franchisees receiving a copy of this Disclosure Document. Franchisees that purchased a franchise prior to the issuance date of this disclosure document may pay different fees, e.g., the National Maintenance Fee was computed differently and, consequently, those franchisees may pay a different National Maintenance Fee. Additionally, we make no representation that our fee structure will not change in the future. We may require you to pay any amounts you owe us (or our affiliate) by credit card, debit card, electronic transfer, automatic debit or other payment system or systems we designate, and you must sign the form we designate and take other actions required to comply with these payment systems.

6. Beginning as of the Effective Date, and during each calendar year thereafter during the Initial Term (with the first year being prorated from the Effective Date through December 31), you must purchase from us or our designee no less than the Yearly Product Purchase Requirements set forth below:

### **YEARLY PRODUCT PURCHASE REQUIREMENTS**

Beginning as of the Effective Date, and during each calendar year thereafter during the Initial Term (with the first year being prorated from the Effective Date through December 31), you must purchase from us or our designee no less than the Yearly Product Purchase Requirements set forth below. The Yearly Product Purchase Requirements include both core products and sundries items.



<b>Then Current Population in Your Primary Marketing Area<sup>1</sup></b>	<b>Yearly Product Purchase Requirement</b>
Less than 250,000	Years 1-2: \$0.00 — \$5,000.00 Years 3-4: \$5,000.00 — \$15,000.00 Years 5+: \$15,000.00+
250,000 to 499,999	Years 1-2: \$0.00 — \$10,000.00 Years 3-4: \$10,000.00 — \$30,000.00 Years 5+: \$30,000.00+
500,000 to 749,999	Years 1-2: \$0.00 — \$20,000.00 Years 3-4: \$20,000.00 — \$40,000.00 Years 5+: \$40,000.00+
750,000 to 999,999	Years 1-2: \$0.00 — \$30,000.00 Years 3-4: \$30,000.00 — \$65,000.00 Years 5+: \$65,000.00+ year 5+
1,000,000 to 1,249,999	Years 1-2: \$0.00 — \$50,000.00 Years 3-4: \$50,000.00 — \$100,000.00 Years 5+: \$100,000.00+
More than 1,250,000	Years 1-2: \$0.00 — \$50,000.00 Years 3-4: \$50,000.00 — \$150,000.00 Years 5+: \$150,000.00+

<sup>1</sup> For purposes of the Yearly Product Purchase Requirements, the population used for determining the Yearly Product Purchase Requirement will be the total population of your Primary Market Area as of the Effective Date of the Agreement according to the most recent Annual Estimates of the Population for Counties published by the Population Division, U.S. Census Bureau on the U.S. Census Bureau's website at [www.census.gov](http://www.census.gov) or the successor to that website.

## **ITEM 7**

### **ESTIMATED INITIAL INVESTMENT**

#### **Your Estimated Initial Investment**

<b>TYPE OF EXPENDITURES</b>	<b>ESTIMATED AMOUNT (LOW/HIGH)</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT MADE</b>
Initial Franchise Fee	\$35,000 to \$65,000 See Notes 1 and 2	Money order or certified check	See Note 3	Us

<b>TYPE OF EXPENDITURES</b>	<b>ESTIMATED AMOUNT (LOW/HIGH)</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT MADE</b>
Business License	\$500 - \$700	As required by licensing agencies	Before opening	Local government
Office Equipment and Set-Up	\$2,000 - \$2,500	As required by supplier	Before opening	Local suppliers
Vehicle Down Payment	\$3,000 - \$3,500	As required by supplier	Before opening	Local suppliers
Insurance Down Payment See Note 4	\$600 - \$1,500	As required by supplier	Before opening	Local supplier
Professional Services See Note 5	\$1,000 - \$1,500	As required by service provider	When services rendered	Local professionals (accountant, attorney)
Advertising (Grand Opening)	\$2,500 - \$3,000	As required by supplier	As incurred	Local supplier
Additional Funds for 3 Months See Note 6	\$2,000 - \$5,000	As incurred by suppliers, etc.	As incurred	Suppliers, vendors, utilities, etc.
Cost to Attend Training (10 Working Days) See Note 7	\$2,000 - \$5,000	As required by suppliers	As incurred	Travel, lodging, food and other miscellaneous expenses.
<b>Estimated Total Initial Investment</b> See Notes 8, 9 and 10	\$43,600 to \$92,700			

## NOTES TO ITEM 7 TABLE:

1. Initial Franchise Fee: Calculation of the Initial Franchise Fee is based on the population in your PMA. Additionally, for territories with a population in excess of 1,250,000 an additional initial fee of \$5,000 per 100,000 is added to the \$65,000 initial fee. See Item 5 for a complete description of the initial fee requirements.
2. Initial Inventory: We provide you with an initial inventory of equipment, products, and promotional materials as consideration for part of your initial franchise fee. A list of these items is attached to the Franchise Agreement as part of Exhibit 4.1.3.
3. Method of Payment of Initial Franchise Fee: The initial franchise fee is due at the time when you sign the Franchise Agreement. It must be in the form of a certified check.
4. Insurance: You must obtain insurance before opening your business. You must maintain comprehensive liability insurance at all times during the terms of the Franchise Agreement or any extensions or renewals. We estimate the cost of obtaining this coverage at \$1,200 to \$3,000 for the first year, but this estimate is subject to numerous local and regional factors, as well as various business conditions that may impact this estimate. You should make independent inquiries on this point to establish the range of premiums for a business operating in your PMA. You must also have insurance for workers' compensation according to the statutory limits in the state in which your PMA is located. The above figures do **not** include workers' compensation coverage. A copy of your liability and worker compensation policies must be submitted to us prior to the opening of your Franchised Business and must name us as an additional insured.
5. Expenses Related to Professional Services: These figures do not include business formation costs. You must determine how much professional help you will obtain in purchasing and starting your Franchised Business.
6. Additional Funds: Franchise disclosure laws require us to include an estimate of all costs and expenses to operate the Franchised Business during the "initial phase" of your business, which is defined as the period through the end of three (3) months after the franchised business opens, or a longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period" for the resurfacing business, so our disclosures cover the period through the end of 3 months after opening of your Franchised Business.

The additional funds that we estimate you may need will vary considerably among our franchisees based on a variety of factors, including the number of employees you choose to hire and the salary and other benefits you choose to pay; the extent you will be actively involved in operations; your skill, experience, business knowledge, management expertise and credit-rating; local competition; local economic conditions, including wage scales and the cost of supplies; and the actual sales levels that you reach during the initial three (3) month period. Additional funds include **neither** payroll expenses, **nor** any allowance for a draw or salary to you or other owners of the Franchised Business. **We cannot and do not represent or guarantee that you will not have other or additional expenses in starting your business.**

We do not project what your actual revenue will be. The figures we show do not include an allowance for payments of local advertising expenditures. You should allow for such expenditures, as well as other

expenditures that you and your business advisor identify, when you make your own calculations of the additional funds that you will need as working capital.

The Additional Funds category does not include any allowance for payments made to a bank or financing company on any loan that you may obtain to finance the cost of purchasing the Franchised Business or other development-related costs.

7. Training Related Expenses: This amount will vary based on the type of accommodations you may select, dining preferences, travel preference and difference and compensation arrangements with your employees, if any, attending the training sessions.

8. Commercial Property: The purchase or rental of commercial property is not required to start your Franchised Business. In the beginning, some people start their business in their home (if allowed under local regulations). As you grow, you may want to consider a small warehouse location with office and/or showroom facilities. You will incur additional expenses when you rent a business location outside the home.

9. Estimated Total Initial Investment: We have relied on the experience of our Parent in this business to compile these estimates. Your actual experience may vary significantly from this estimate. You should review these figures carefully with a business advisor before making any decision to purchase the Franchised Business. The initial franchise fee that is shown is not refundable. These amounts represent average expenses for the initial phase of the business while there is only one worker, presumably the owner of the Franchised Business. Expenses will increase as the number of workers increases.

**This Item 7 chart is intended strictly as an estimate of your initial start-up expenses. Applicable law requires us to make this disclosure. We cannot guarantee that you will not have additional expenses, or other categories of expenses, to start the Franchised Business. These additional expenses and other categories of expenses could be significant and could materially and adversely impact your business. You should not plan to draw income from operations during the start-up and development stage of your Franchised Business, which may be a period exceeding the three-month “initial phase” applicable to pertinent franchise disclosure laws. You should therefore plan to have reserves, either in cash or through a bank line of credit, or otherwise have other assets which you may liquidate or against which you may borrow, to cover other expenses, losses, and/or unanticipated events during the start-up and development stage or beyond.**

10. Nonrefundable Payments: Unless otherwise stated in this Item 7, payments made to us are nonrefundable.

## ITEM 8

### RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate your Franchised Business under our specification and quality standards, which may regulate, among other things, the use of required products (including the GET A GRIP Products), materials, equipment, techniques and processing in providing services; the purchase of certain products, materials and equipment only from suppliers we designate or approve (which may include or be limited to us); the use and retention of standard forms and materials; advertising and promotion; protection of confidential information (see Item 14); your identification as the independent owner of your Franchised

Business; the condition and appearance of vehicles used to operate your Franchised Business and their periodic maintenance and repair; and the appearance and demeanor of your employees.

The use of GET A GRIP Products and certain equipment designated by us is a specific requirement for use in performing resurfacing and related services as part of your Franchised Business. We will sell to you and you agree to purchase from us your entire requirements of GET A GRIP Products and certain designated equipment for use in performing resurfacing and related services as part of the Franchised Business. Prices for such items are subject to change.

The GET A GRIP Products that you must use in your Franchised Business include:

A and B Primer Undercoat

Bio-Inlay® & Bio-Adhesive™ - Patented Fiberglass Repair System

Buff-Out Repair & Restoration Kit

Diamond Cote™ - Topcoat

Empty Clear Bottles & Caps

Euroclear™ - Clear Finish

Fiberglass Etch Cleaner

Foam Repair System

Get-A-Metallic® - Countertop Material

Porcelain Kit; (4) Topcoat & (2) Activators

Countertop Kit; (4) Topcoat & (2) Catalyst

Grip-Guard™ - Slip Resistant Material

Heavy Duty Primer

Ottesey® - Spray System

Por-Etch™ - Etching Compound

Poly-Fil™ - Reconstruction Polyester Filler

Wipe-on Bonding Agent

Wipe-on Euroclear™

Additionally, you must purchase from us and use the OTTESEY® One-of-a-kind Spray System (with required spray apparatus and hoses). We may modify this list at any time at our sole and absolute discretion. We estimate that your cost of these items (at our customary prices of GET A GRIP Products and equipment) is approximately 15% to 25% of your total initial investment to open the Franchised

Business and approximately 75% to 80% of all purchases of goods and services that you will make during the operation of your Franchised Business.

You must purchase all other equipment, inventory, signage, advertising materials, services and other supplies, products and materials required for the operation of your Franchised Business solely from suppliers approved by us or, when permitted by us, according to our specifications as may be published periodically in the Operations Manuals or other guidelines issued by us. We or our affiliates may be a supplier of the products during the term of the Franchise Agreement. We provide you certain products and equipment when you acquire your Franchised Business (See Items 5 and 7). We formulate and modify our standards and specifications based on our franchisees' experience in operating their Franchised Businesses. The Operations Manuals (described in Item 11), or other directives, will contain many of our standards, specifications, and criteria we use to grant and revoke approval of suppliers. The criteria may include ability to meet specifications and standards, quality control, prompt and efficient service, production capacity and financial condition. Approved suppliers must continue to meet these criteria. There is a Supplier Evaluation Service Fee currently set at \$350. See Item 6 in this regard. We will normally notify you of our decision to approve or disapprove a supplier within 30 days after we receive all materials that we require.

We reserve the right to designate us or an affiliate as an approved supplier. We and/or one of our affiliates may derive revenue from your purchase of items by selling the items directly to you at a markup over our or our affiliate's cost of acquiring the items. During our fiscal year ended December 31, 2021, our total revenues were \$1,210,921 according to our audited financial statements for that period. Our total revenue from the sale of products and services to our franchisees during that period was \$1,117,091, or 100% of our total revenue for that period. As of December 31, 2019, neither we nor any of our affiliates have arrangements whereby rebates, commissions or marketing allowances are received from suppliers that supply us and/or you, but we reserve the right to receive rebates, commissions or marketing allowances from those parties in the future.

Sharon Dillard, the Chief Executive Officer, Co-founder and Director of Marketing and Advertising of Get A Grip, Inc., the Parent and manager of Get A Grip Franchising, LLC, is the sole owner of Get A Grip, Inc. Other than the foregoing, no officer identified in Item 2 owns an interest in any supplier, designated by us, of products, services equipment, supplies or materials that you must or may purchase in operating your Franchised Business.

There are no purchasing or distribution cooperatives, and we do not negotiate purchase arrangements with suppliers for the benefit of our licensees.

We do not provide material benefits to you (for example, renewal or granting additional franchises) based on the fact that you purchase any item from any recommended or designated suppliers. We may, however, terminate your franchise if you purchase or use (i) unapproved items, or (ii) approved items from an unapproved supplier.

Beginning as of the date of your Franchise Agreement, and during each calendar year thereafter (with the first year being prorated from the date of your Franchise Agreement through December 31), you must purchase from us or our designee no less than the "Yearly Purchase Requirements" designated in your Franchise Agreement. We may terminate your Franchise Agreement if you fail to achieve the Yearly Purchase Requirement during any two (2) consecutive full calendar years. We may, at our sole option and instead of terminating your Agreement, open a competitive Company or Company affiliate

owned business in your PMA, or appoint others to open additional Franchised Businesses in your PMA. See Items 12 and 17.

You also must maintain comprehensive general liability insurance, along with comprehensive auto liability insurance and excess/umbrella coverage and workers' compensation insurance in amounts that we specify or applicable law requires. You must provide copies of all insurance policies to us prior to the opening of your Franchised Business. Periodically, we may increase the amounts of coverage required under these insurance policies and require different or additional kinds of insurance, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Each policy must name us as an additional insured and must provide for 30 days' prior written notice to us of any material modification, cancellation or expiration of any policy. Neither we nor any persons affiliated with us will derive financial benefits from your purchase of insurance.

You may advertise your Franchised Business in the regular (white pages) and classified (yellow pages) telephone directories or any other print advertising vehicles distributed in your PMA using the format we prescribe and approve. You must submit to us all materials that you plan to use to advertise and promote your Franchised Business before you use them. We may disapprove of any advertising or promotional materials which, in our opinion, do not conform to the high standards we establish for the System and the Marks. You may not use any advertising that we do not approve.

## ITEM 9

### FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS DISCLOSURE DOCUMENT.

OBLIGATION	ARTICLE OR SECTION IN FRANCHISE AGREEMENT	ITEM IN THE DISCLOSURE DOCUMENT
1. Site selection and acquisition/lease	§§ 1.11, 2.1 and 2.2	Items 11, 12
2. Pre-opening purchases/leases	§§ 4.1, 5.1 and 7.6	Items 5, 7, 8, 11
3. Site development and other pre-opening requirements	Article 4	Items 6, 7, 8, 11
4. Initial and ongoing training	§ 7.3	Items 6, 11
5. Opening	§§ 7.1 and 7.2	Item 11
6. Fees	Article 5 and § 4.2	Items 5, 6
7. Compliance with standards and policies/ Operations Manuals	Articles 7 and 8	Items 8, 11, 14, 16

<b>OBLIGATION</b>	<b>ARTICLE OR SECTION IN FRANCHISE AGREEMENT</b>	<b>ITEM IN THE DISCLOSURE DOCUMENT</b>
8. Trademarks and proprietary information	Article 6	Items 13, 14
9. Restrictions on products/services offered	§§ 7.5 and 7.6	Items 8, 11, 12, 16
10. Warranty and client service requirements	§§ 7.5, 7.7 and 7.13	Items 8, 11
11. Territorial development and sales quotas	Article 2	Items 12, 17
12. Ongoing product/service purchases	§§ 7.5 and 7.6	Items 8, 11
13. Maintenance, appearance and remodeling requirements	§§ 7.5, 7.17 and 7.18	Items 6, 8
14. Insurance	Article 14	Items 6, 8
15. Advertising	§§ 7.9, 7.11 and Article 9	Items 6, 11
16. Indemnification	Article 16	Item 6
17. Owner's participation/management/staffing	§ 7.4	Item 15
18. Records and reports	§ 7.15	Items 8, 11
19. Inspections and audits	§§ 5.9 and 7.16	Items 6, 11, 13
20. Transfer	Article 11	Items 6, 17
21. Renewal	§ 3.2	Item 17
22. Post-termination obligations	Article 13	Item 17
23. Non-competition covenants	Article 10	Item 17
24. Dispute resolution	None	None

## **ITEM 10**

### **FINANCING**

We currently offer financing on a case-by-case basis to franchisees who meet our credit standards. If you meet our credit standards, Get A Grip Franchising, LLC, may finance an amount up to



the initial franchise fee over a three (3) to four (4) year period at an interest rate currently set at 7%. This interest rate is subject to change based on the circumstances, including your credit rating. We will require a personal guarantee of the note by you and your spouse, or all of the individual shareholders, members, or partners of your company. This note may be prepaid without penalty at any time during the three (3) to four (4) year term. If you fail to make a payment within thirty (30) days of the payment due date, we may demand immediate payment of the full outstanding balance and obtain attorneys' fees and court costs if a collection action is necessary.

We are unable to estimate if you will be able to obtain financing from third parties, and if so, the terms and conditions of financing. We do not have any past or present practice, or intention, to sell, assign, or discount to any third party any note, contract or other instrument that you may sign. We receive no consideration for referring a prospective franchisee to any third-party lender. We do not guarantee any financing obligations on your behalf, through us or any other entity.

## ITEM 11

### FRANCHISOR'S ASSISTANCE, MANAGEMENT, MAINTENANCE, COMPUTER SYSTEMS, AND TRAINING

**Except as we list below, we need not provide any assistance to you during the franchise term.**

A. Before you open your Franchised Business, we will make the following assistance available to you (citations are to sections in the of the Franchise Agreement):

1. Designate your PMA (§§ 2.2 and 2.4).
2. Train you in the operation of the Franchised Business (§4.1.2). See the discussion of training later in this Item 11.
3. Loan you one copy of the Operations Manuals. We may modify the Operations Manuals by written supplements of which you will receive copies (§4.1.1).
4. Provide you with an initial supply of materials, equipment and promotional items (§4.1.3 and Exhibit 4.1.3 to the Franchise Agreement).
5. We will also provide you with:
  - (a) Mask certification training with respirator equipment for those who attend the hands-on training (§4.1.4).
  - (b) Promotional set-up, i.e., set-up for business cards, letterhead and envelopes that you must purchase (§4.1.5).
  - (c) Internet Franchisee location page set-up (§4.1.6).
  - (d) Photo session for the Internet Franchisee location page (§4.1.7).
  - (e) Corporate email set-up (§4.1.8).

- (f) Local media press release for your area, including distribution (§4.1.9).
- (g) Access to the exclusive Franchisee Edge site.

B. During your operation of your Franchised Business, we will make the following assistance available to you (citations are to sections in the Franchise Agreement):

1. Consultation and advice in response to your inquiries about specific administrative and operating issues. We may decide how best to communicate this consultation and advice to you, whether by telephone, in writing, electronically or in person. The method chosen by us may be different than the methods used by us for other franchisees (§4.2.1).
2. Make GET A GRIP Products available to you either directly or through approved suppliers (§4.2.2).
3. Supplemental, continuing, and corrective training will be made available on an as-needed basis. If we provide the training, there will be an additional fee of \$350 per day per trainee. This fee is subject to change. This training, at our discretion, will be held at our headquarters or in your PMA. If a manufacturer provides the training, the manufacturer may charge a fee or tuition determined by the manufacturer. You will be responsible for all associated expenses, including travel, room and board expenses for your employee to attend the training or, as the case may be, for our trainer to travel to and conduct the training in your PMA (§4.2.3).
4. Maintain, and at our discretion, periodically revise the Operations Manuals to incorporate new developments and changes in the System and provide you with a copy of such revisions (§4.2.4).
5. Administer the warranty program for warranties issued by Company to you (§4.2.5).
6. Administer the National Maintenance Fund (§4.2.6).
7. Review and approve or disapprove advertising that you create for your local use (§4.2.7).
8. Maintain our website that will support multiple functions (i.e. sales and administration) (§4.2.8).

### **NATIONAL MAINTENANCE SERVICES**

A. National Maintenance Fund. (See Article 9 of the Franchise Agreement.)

We or our designee will exclusively maintain and administer a national Maintenance Fund (the “National Maintenance Fund”) for the creation of advertising and promotion campaigns, brand building, and market research and development (“National Maintenance”) and will direct all National Maintenance with sole discretion over the concepts, materials and media used. All National Maintenance Fund fees (“National Maintenance Fees”) paid by you under Article 5 of the Franchise Agreement will be part of the National Maintenance Fund. We have the sole right to enforce your obligations and the obligations of all other franchisees who are obligated to contribute to the National Maintenance Fund, and neither you nor any other franchisee who contributes to the National

Maintenance Fund shall be deemed a third-party beneficiary of the National Maintenance Fund or have any right to enforce any obligation to contribute to that Fund. The National Maintenance Fund is intended to maximize general public recognition and acceptance of the Marks for the benefit of the System as a whole and that we and our designees undertake no obligation in administering the National Maintenance Fund to ensure that you will benefit directly or pro rata from the National Maintenance. The National Maintenance Fund also may be used to cover our expenses associated with administering any client loyalty programs developed by us. No part of the National Maintenance Fund will be used by us to defray any of our general operating expenses other than those reasonably allocable to the National Maintenance like salaries and related expenses of our employees working on National Maintenance matters and other activities reasonably associated with the administration or direction of the National Maintenance Fund and its related programs. The National Maintenance Fund may otherwise be used to meet all costs incident to National Maintenance, including joint or collective advertising campaigns of our direct or indirect parent corporations or subsidiaries or affiliated companies, if any, using part of all of the System.

We may terminate and resume the National Maintenance Fund periodically during the term of the Franchise Agreement, however, any decision to terminate or resume the National Maintenance Fund will apply to all franchisees. We will not terminate the National Maintenance Fund before making arrangements to spend or rebate any balance in the National Maintenance Fund after payment of all expenses. If we resume the National Maintenance Fund, we will give you at least thirty (30) days written notice before National Maintenance Fees become due again and we will collect National Maintenance Fees from you at the rate in the Franchise Agreement that was in effect for you at the time we terminated the National Maintenance Fund.

Anyone who buys a franchise before or after you do and signs a different form of Franchise Agreement may pay a different rate of National Maintenance Fees than you do. Any Company-owned locations or dealerships sold by any affiliated company will not contribute to the National Maintenance Fund.

Persons operating dealerships sold by our Parent for the GET A GRIP service business will not contribute to the National Maintenance Fund, but nonetheless may benefit from National Maintenance.

No portion of the National Maintenance Fund will be used for advertising that is principally a solicitation for the sale of franchises.

B. Accounting for National Maintenance Fund (See Article 9 of Franchise Agreement)

We will administratively segregate all contributions to the National Maintenance Fund described in Article 9 of the Franchise Agreement on our books and records. All contributions to the National Maintenance Fund may be deposited in our general operating account and may be commingled with our general operating funds. Contributions to the National Maintenance Fund are neither held in a “trust” nor do we hold them as a fiduciary or in a similar special capacity or relationship. Annually, upon receipt of a written request from you, we will furnish you an unaudited report in a form determined by us no later than 120 days after the close of our fiscal year on the National Maintenance Fund to which you contributed during the preceding year. We may, in our sole discretion, elect to accumulate monies in the Funds for periods of time as we deem necessary or appropriate, with no obligation to expend all monies received in any fiscal year during the same fiscal year. If our expenditures for National Maintenance in any one fiscal year shall exceed the total amount contributed to the National Maintenance Fund during that fiscal year, we have the right to be reimbursed for any excess

contributions from any amounts contributed after that to the National Maintenance Fund or to use the excess as a credit against any future contributions.

C. Local Advertising.

1. Generally. Your local advertising must be in a media type and format that we approve. It must be conducted in a dignified manner and conform to the standards and requirements as we specify. You may not use any advertising or promotional plans or materials unless and until you have received written approval from us according to the procedures and terms set forth in Section 9.3 of the Franchise Agreement. You must submit samples of your plans and materials to us, for our prior approval, if those plans and materials have not been prepared or previously approved by us. You should consider any samples and materials to be disapproved if written approval is not received by you from us within 10 days of the date of receipt by us of the samples or materials.

2. Promotional material design and set-up for printing that you will be using for your Franchised Business. We will design and set-up your business cards, letterhead, envelopes and brochures during your training and we will email these items to your local printer for production. We will pay for all set-ups, design, and artwork for these promotional items. You are responsible for the printing cost of all your promotional material. Start-up suggested quantities of the above promotional aids are: business cards – 1000, letterhead – 500, envelopes – 500, brochures – 1000, and flyers – 500.

D. Other Information on Advertising Programs.

Advertising materials that we supply according to the programs described above will be produced by us or an independent advertising agency depending upon the type of advertising produced and available personnel. While most, if not all, advertising in the near term will be for local distribution, our programs may expand to regional and national coverage as our franchise program grows. We also retain the right to advertise in individual franchisee markets as desired.

We currently have no council or cooperatives, nor are there any funds other than those described above.

You may not maintain a Website, as defined below, or otherwise maintain a presence or advertise using any public computer network with your Franchised Business other than on the Website hosted by us. “Website” means any part of the Internet used as a commercial computer network by the public, and any successor technology, whether now existing or developed after the date of your Franchise Agreement, which enables the public to purchase services or goods by means of electronic commerce.

## **OUR FRANCHISEE OPERATIONS MANUALS**

A copy of the table of contents for our Operations Manuals is attached to this Disclosure Document as Exhibit C.

## **FRANCHISE SITE MATTERS**

A. Methods Used to Select Agency Site: We do not approve a site for the operation of your Franchised Business. You may operate your Franchised Business from your home.

B. Typical Length of Time Before Opening (citation is to a section in the Franchise Agreement): We estimate that the typical length of time between signing of the Franchise Agreement and the opening of your Franchised Business will be between 6 and 12 weeks. This time varies depending upon availability and completion of training; availability of equipment, including vehicles; obtaining the necessary licenses and insurance and other administrative matters (§§7.1 and 7.2).

### **COMPUTER HARDWARE AND SOFTWARE SYSTEMS**

We currently do not require you to purchase or use an electronic cash register or computer system in operating your Franchised Business. However, during the term of the Franchised Business we may require you to purchase this equipment according to our standards and specifications and from suppliers that we designate or approve (which may include us). (§7.5)

### **TRAINING PROGRAM**

See Section 7.3 of the Franchise Agreement for general training provisions regarding our initial training program. See Items 6, 7 and the earlier discussion in this Item 11, regarding training fees, other training expenses and the frequency of these program offerings. You are solely responsible for your room, board, travel, and salary expenses associated with training, except that we will furnish you lunch during training days. The following table summarizes our training program that must be completed to our satisfaction before you open your Franchised Business.

Type & Subject Covered	Training Days	Location	Classroom Training	On-the-Job Training	Instructor(s)
Meeting the GAG Staff Signing of the Franchise Agreement Copy (3) Photo Session for Internet Media Press Release Session Certification & Instruction of Equipment Care & Safety.	First week  (Day 1)	Our office	8 hours	Not applicable	Sharon Dillard & Ryan Dillard
Instruction in restoration, resurfacing, refinishing services on various types of surfaces in residential and commercial properties.  Countertop repair & techniques.  Fiberglass repair & techniques.  Practice on all the various types of surface instructions.	First week  (Days 2 – 5)	Our office and in the field	8 hours	24 hours	Ryan Dillard & Technicians

Type & Subject Covered	Training Days	Location	Classroom Training	On-the-Job Training	Instructor(s)
<p>Instruction in restoration, resurfacing, refinishing services on various types of surfaces in residential and commercial properties.</p> <p>Countertop repair &amp; techniques.</p> <p>Fiberglass repair &amp; techniques.</p> <p>Practice on all the various types of surface instructions.</p>	<p>Second week (Days 6 – 10)</p>	<p>Our office and in the field</p>	<p>10 hours</p>	<p>30 hours</p>	<p>Ryan Dillard &amp; Technicians</p>
<p>Market and Administrative Training.</p> <p>Instruction in sales, marketing, advertising, promotional, administrative and management techniques.</p> <p>Conducting sales calls on commercial prospects, promotional and marketing strategies, and doing residential sales estimates.</p>	<p>Within the first or second week of training  (1 to 2 days)</p>	<p>Our office</p>	<p>8-16 hours</p>		<p>Sharon Dillard &amp; Ryan Dillard</p>

Our classroom training programs are held at our headquarters in Albuquerque, New Mexico and on-the-job training is held at our customers' residential and commercial locations in the Albuquerque and Santa Fe, New Mexico area. We offer our initial training program on an as-needed basis. We reserve the right to modify the initial training program at any time. Supplemental, continuing, and corrective training may be offered to you at our headquarters or at another location designated by us. Fees and expenses associated with training are described in Item 6 of this Disclosure Document. See Item 6 and the earlier discussion in this Item 11.

Sharon Dillard and Ryan Dillard are identified in Item 2 of this Disclosure Document.

## **ITEM 12**

### **TERRITORY**

You receive no exclusive marketing rights to any particular territory. You may face competition from other Get A Grip franchisees, from outlets that we or our affiliates own and/or license, or from other channels of distribution or competitive brands that we control.

You are assigned a primary marketing area (a "PMA"). We will designate the boundaries of your PMA. We generally designate the borders of your PMA according to local or regional boundaries, such as county lines. In determining the boundaries of a PMA, we consider factors such as population density, local demographic characteristics, residential and commercial density, and local competition. The population of your PMA will be determined as of the date of your Franchise Agreement according to the applicable U.S. Census Bureau Data. You may only operate your Franchised Business from the location designated in your Franchise Agreement.

You may market and conduct the Franchised Business outside of your PMA, including a PMA assigned to another franchisee, except you may not, without our prior written consent, solicit any jobs or contracts or provide any services to any customers located in certain areas designated by us in the Franchise Agreement. Those areas are areas serviced by dealers operating under dealership agreements with our Parent. Other franchisees may market and conduct their Franchised Business within your PMA.

As long as you are not in default under your Franchise Agreement, we will neither (a) grant another person the right to operate a Franchised Business with a premises that is physically located within your PMA nor (b) locate a Company-owned business that is substantially similar to your Franchised Business with a business location, e.g., an office, that is physically located in your PMA. Except as provided in the previous sentence, we may solicit jobs and contracts and market the same or substantially similar goods and services in your PMA. We reserve the right to distribute sales solicitation materials in the PMA, broadcast television and radio advertisements in the PMA, and initiate telephone contact and accept telephone bookings from persons in your PMA and to perform the corresponding work. Our affiliates and other franchisees may also do the same.

We also reserve the right to (a) directly or through one of our affiliates or a licensee offer goods and services identified by the Marks through other retail and wholesale channels of distribution, including by means of the Internet, mail order catalogues, direct mail advertising, and retail and wholesale outlets that do not do use Get A Grip as their principal business name, e.g. Lowe's, Home Depot, Ace Hardware, etc.; (ii) operate and/or license others to operate other kinds of businesses or sell other goods or services under the Marks or other marks, e.g., multi-surface restoration services; and



(iii) operate and/or license others to operate other retail and wholesale concepts that offer goods and services similar to or competitive with those featured by a Franchised Business, but under trade names dissimilar to the Marks e.g., a competitive business that we may acquire or develop. We have no current plans as of April 1, 2023 to engage in any of the alternative marketing programs identified in this paragraph, but we reserve the right to do so, at our sole and absolute discretion, at any time.

Your Franchise Agreement does not give you the right of first refusal or any preferential right to acquire additional Franchised Businesses, to operate in a different PMA, to expand your PMA, or to conduct other Franchised Businesses within your PMA.

Beginning as of the first day of your Franchise Agreement, and during each calendar year thereafter (with the first year being prorated from the date of your Franchise Agreement through December 31), you must purchase from us or our designee no less than the Yearly Purchase Requirements designated in your Franchise Agreement. We may terminate your Franchise Agreement if you fail to achieve the Yearly Purchase Requirement during any two (2) consecutive full calendar years. We may, at our sole option and instead of terminating your Agreement, open a competitive Company or Company affiliate owned business in your PMA, or appoint others to open additional Franchised Businesses in your PMA.

### **ITEM 13**

#### **TRADEMARKS**

Your right to use the Marks is subject to strict rules. The term “Marks” includes all trade names, trademarks, service marks, indicia of origin, logos, and commercial symbols and slogans that we designate now or during the term of your franchise to promote or otherwise identify the Franchised Business and our products and services that you will be supplying to the public.

You may not use any of the Marks as part of your corporate or business name, any domain name or any electronic address without our prior written permission. You may not use the Marks to sell any unauthorized products or services, in a manner contrary to our instructions, or in any manner that could result in our liability for your debts. When you use the Marks, you must apply the special notices of registration that we designate.

The following trademarks were registered by our Parent on the Principal Register of the United States Patent and Trademark Office (the “USPTO”):

MARK	REGISTRATION NUMBER	REGISTRATION DATE
GETAGRIP <sup>1</sup>	2784237	November 18, 2003
EUROSTONE <sup>2</sup>	3367740	January 15, 2008
BIO-INLAY <sup>3</sup>	3449045	June 17, 2008
OTTESEY <sup>4</sup>	3558309	January 6, 2009
GET-A-METALLIC <sup>®</sup>	4402646	July 2, 2013

<sup>1</sup> The registration is in International Class 002 (U.S. Classes 6, 11 and 16) for resurfacing decorative coatings of porcelain bathtubs, tile countertops, laminate kitchen countertops, and fiberglass showers and bathtubs.

<sup>2</sup> The registration is in International Class 002 (U.S. Classes 6, 11 and 16) for coating products, namely, spray-on polymers for use on hard structural surfaces.

<sup>3</sup> The registration is in International Class 37 (U.S. Classes 100, 103 and 106) for repair or maintenance of tubs and showers.

<sup>4</sup> The registration is in International Class 007 (U.S. Classes 013, 019, 021, 023, 031, 034, and 035) for a spray-painting system comprised of spray gun, one or more hoses and a container for coating land-based surfaces.

<sup>5</sup> The registration is in International Class 002 (U.S. Classes 006, 011, 016) for Spray-on polymer coating for use on hard structural surfaces, namely, countertops, tile, porcelain, cabinets and fiberglass

Our Parent also has common law rights in the following Marks: DIAMOND COTE<sup>™</sup>, BIO-INLAY<sup>®</sup>, BIO-ADHESIVE<sup>™</sup>, EUROCLEAR<sup>™</sup>, EUROSTONE<sup>®</sup>, GET-A-GRIP, GET A GRIP, GET-A-METALLIC<sup>®</sup>, GRIP-COTE<sup>™</sup>, GRIP-GUARD<sup>™</sup>, GRIP-GEAR<sup>™</sup>, GRIP-TEX<sup>™</sup>, OTTESEY<sup>®</sup>, POLY-FIL<sup>™</sup>, POR-ETCH<sup>™</sup> and variations.

Our Parent has licensed us (the “License Agreement”) the right to use and to sublicense the use of the Marks described in the Marks listed above with the operation of a Franchised Business. The license is for a period of 50 years from July 2007 and is for the United States and Canada. It is exclusive (except as to Get A Grip, Inc. and its affiliates). It may be terminated (i) by mutual agreement of the parties; (ii) by either party, upon 60 days’ written notice to the other, if the other party fails or refuses to perform any of its material duties or obligations under the License Agreement; provided, however, if a failure to perform can be remedied within 60 days after the notice is given, the notice shall be null and void if the failure is remedied within the period; (iii) by our Parent at any time upon 90 days’ prior notice in writing to us provided that our Parent assumes all of our obligations and rights under any existing franchise agreements and sublicense agreements; (iv) by our Parent if our business, assets or our business entity are totally or partially in any way transferred without the written consent of our Parent; or (v) by our Parent if there is a voluntary or involuntary insolvency, bankruptcy or liquidation of assets. Except for the License Agreement, there are no agreements currently in effect that significantly limit our rights to use or sublicense the Marks. The License Agreement may be modified periodically by our Parent and us.

Other than as described elsewhere in this Item 13, we are not aware, of any (i) currently effective material determinations of the Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of this state or any court; (ii) pending infringement, opposition or cancellation proceedings; or (iii) pending material litigation, involving any of the Marks. There are no infringing or prior superior uses that we know of that could materially affect your use of the Marks in this state.

We do not grant you any interest in the Marks other than a non-exclusive, limited and terminable license or sublicense to use the Marks in strict conformity with this Agreement. You will not own any goodwill in the Marks. Our Parent exclusively owns all goodwill in the Marks, including any goodwill that accrues because of your use.

We or one of our affiliates will, at our own expense, defend any suits that may be instituted by anyone against you for alleged infringement of any United States trademark relating to any products manufactured and furnished by us or an affiliate if such alleged infringement consists of the use of such products, or parts thereof, in your Franchised Business, and if you have made all payments then due under the Franchise Agreement, provided, however, that you give us immediate notice in writing of the suit, and transmit to us immediately upon receipt all processes and papers served upon you. You must allow us or our affiliate to defend the suit and you must provide all needed information, assistance and authority to enable us or our affiliate to do so. If the products in the suit are held in and of themselves to infringe any valid United States trademark, then: (a) we will pay any final award of damages in such suit attributable to the infringement, and (b) if in the suit use of the products by you is permanently enjoined by reason of the infringement, we will, at our own expense and at our sole option, either (i) procure for you the right to continue using the products, (ii) modify the products to render them non-infringing, (iii) replace the products with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by you for the products.

You must modify or discontinue using any of the Marks if we, in our discretion, modify or discontinue using the particular Mark. We have the absolute right to change our Marks in our sole discretion. We do not have to compensate you for any costs you may incur to make the changes we require. You will receive written notice of any change and will be given a reasonable time to conform to our directions (including changing signs, promotional displays, logo property and advertising), at your expense. If you conform to our directions in making the changes, your rights under the Franchise Agreement will continue in full force and effect.

You may not directly or indirectly contest our ownership rights in the Marks or our ownership of our intellectual property rights.

We forbid you to use the Marks, or any part of any of the Marks, in any electronic mail address or in any domain name. You may not maintain a World Wide Web site or a presence or advertise on the Internet or on any other public computer network or any other kind of public modality, using the Marks or referencing GET A GRIP without our prior written consent, which may be withheld in our sole judgment.

## **ITEM 14**

### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

On July 7, 1998, our Parent was granted United States Patent numbered 5,776,605 for the Bio-Inlay<sup>®</sup> invention relating to a replacement surface, including related installation material, for use on bathtub and shower floors, floors, and enclosures (the “Bio-Inlay Invention”). This patent expired on October 31, 2015. The extent of your right to use this invention is governed by the Franchise Agreement.

Our Parent has licensed us (the “License Agreement”) the right to use and to sublicense the right to use the Bio-Inlay Invention to the extent such sublicensing is necessary for the establishment and operation of a Franchised Business. The license is for a period of 50 years from July 2007 and is for the United States and Canada. It is exclusive (except as to Get A Grip, Inc. and its affiliates). It may be terminated (i) by mutual agreement of the parties; (ii) by either party, upon 60 days’ written notice to the other, if the other party fails or refuses to perform any of its material duties or obligations under the License Agreement; provided, however, that if a failure to perform can be remedied within 60 days after

the notice is given, the notice shall be null and void if the failure is remedied within the period; (iii) by our Parent at any time upon 90 days' prior written notice in writing to us prior that our Parent assumes all of our obligations and rights under any existing franchise agreements and sublicense agreements; (iv) by our Parent if our business, assets or our business entity are totally or partially in any way transferred without the written consent of our Parent; or (v) by our Parent if there is a voluntary or involuntary insolvency, bankruptcy or liquidation of assets. Except for the License Agreement, there are no agreements currently in effect that significantly limit our rights to use or sublicense the patent rights. The License Agreement may be modified periodically by our Parent and us.

We or our parent claim a copyright in the information contained in the Franchise Agreement, Operations Manuals, licensed copyrighted materials that we license or sublicense to you and in all present or future advertising and promotional materials that we create, all of which we collectively call the "Copyrighted Materials." You may use the Copyrighted Materials only to promote your Franchised Business during the term of the Franchise Agreement, and only in the manner that we authorize.

We consider all information in the Operations Manuals to be proprietary and confidential. In addition, we may designate certain portions of the Operations Manuals to be our trade secrets. We may identify other information to be our confidential information, in which case we will notify you of this in writing.

We will loan you a copy of the Operations Manuals and may provide you periodically with supplements and updates. You must return the Operations Manuals to us when the Franchise Agreement expires or terminates. You must keep the Operations Manuals confidential, updated and at your business address identified in the Franchise Agreement in a locked receptacle when not in use. If there is a dispute over the current version of the Operations Manuals, the terms of our master copy will control.

We may terminate the Franchise Agreement if you fail to take adequate precautions against misuse of the Operations Manuals or the unauthorized disclosure of the Operations Manuals' contents.

We permit you to divulge confidential information about the Franchised Business only to your employees who must know the information to operate the Franchised Business. However, we may require that your employees sign a confidentiality agreement similar to our Confidentiality Agreement (see Exhibit D to this Offering Circular), which gives us the right to seek equitable remedies, including restraining orders and injunctive relief, to prevent the unauthorized use of our confidential information, trade secrets and Copyrighted Materials.

We may periodically modify the Copyrighted Materials or add to or discontinue using all or part of the Copyrighted Materials, in our discretion. We will notify you of all changes and you must conform to them at your expense. You must not contest our interest in the Copyrighted Materials, proprietary information or trade secrets. You must follow our rules when you use the Copyrighted Materials, including using special notices of registration that we designate.

There are no current determinations of the United States Copyright Office or the Register of Copyrights or any court; no pending interference, opposition or cancellation proceedings and no pending material litigation involving the Copyrighted Materials or information which we regard as proprietary or our trade secrets which is relevant to their use in this state.

We or one of our affiliates will, at our own expense, defend any suits that may be instituted by anyone against you for alleged infringement of any United States patent or copyright relating to any products manufactured and furnished by us or an affiliate if such alleged infringement consists of the use of such products, or parts thereof, in your Franchised Business, and if you have made all payments then due under the Franchise Agreement, provided, however, that you give us immediate notice in writing of the suit, and transmit to us immediately upon receipt all processes and papers served upon you. You must allow us or our affiliate to defend the suit and you must provide all needed information, assistance and authority to enable us or our affiliate to do so. If the products in the suit are held in and of themselves to infringe any valid United States patent or copyright, then: (a) we will pay any final award of damages in such suit attributable to the infringement, and (b) if in the suit use of the products by you is permanently enjoined by reason of the infringement, we will, at our own expense and at our sole option, either (i) procure for you the right to continue using the products, (ii) modify the products to render them non-infringing, (iii) replace the products with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by you for the products.

Any enhancements, adaptations, derivative works, modifications, suggestions or new processes (“Improvements”) made by you or your employees or agents relating to the intellectual property is our sole property and you grant and assign without further remuneration all worldwide right, title and interest in the Improvements to us, including any intellectual property rights derived from the same. We may incorporate the Improvements as part of the Franchised Business and allow all franchisees, our Parent and our affiliates to use the Improvements without paying you any compensation. If we decide to apply for patent or copyright registration for any Improvements, we shall do so at our own expense and you and your employees must sign all documents to enable us to secure all rights to the Improvements. Each of your employees must cooperate with this requirement. This does not constitute our consent to your modifying the Franchised Business, which we forbid you to do without our prior written consent. See Item 17 for additional information regarding confidentiality and covenants against competition.

## **ITEM 15**

### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS**

Your Franchised Business must at all times be under the direct supervision of a manager (who would usually be you or an employee or a principal of your business entity) who has successfully completed the initial training program and is responsible for the business operations of the Franchised Business.

If the manager or other employee is replacing you or another manager or employee as the manager of the Franchised Business, such person, at your sole expense, must participate in and satisfactorily complete our initial training program.

You must maintain a competent, conscientious and trained staff and take all necessary steps to ensure that your employees preserve good customer relations, render prompt and courteous services and are knowledgeable about the services and products. You are solely responsible for all employment decisions of your Franchised Business, including hiring, firing, training, promotion, wage and hour requirements, recordkeeping, supervision and discipline of employees.

If you want to conduct business as a corporation or limited liability company, you must obtain prior approval from us and must personally guarantee the corporation's or limited liability company's obligations under the Franchise Agreement.

You are an independent contractor and are in no way authorized to make any warranty or representation on behalf of us, nor are you authorized to create any obligation or enter into any contract binding on us. In all dealings with third parties including, without limitation, franchisees, employees, suppliers and customers, you shall disclose in an appropriate manner acceptable to us that you are an independent entity licensed by us. Nothing in this Agreement is intended to create a fiduciary relationship between Company and you nor to constitute you as our subsidiary, joint venturer, partner, agent, representative, or employee for any purpose whatsoever.

## **ITEM 16**

### **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You may only sell goods and services that are authorized by us. You must offer all goods and services that we prescribe for your Franchised Business. We may change the goods and services that you must offer upon notice to you. There is no limit on the number or type of changes that we may make.

We may modify the Franchised Business specifications and authorized goods and services at any time and for any reason. We will notify you of all these changes in writing.

You may only sell the goods and services of the Franchised Business to retail customers for installation and use at their residence or commercial businesses or government facilities. You may not sell the goods of the Franchised Business to our other franchisees or to others for their resale or use in producing products or services for resale.

You may not maintain a Website or otherwise maintain a presence or advertise using any public computer network with your Agency operations other than on the Website hosted by us. "Website" means any part of the Internet used as a commercial computer network by the public and any successor technology, whether now existing or developed after the date of the Franchise Agreement, that enables the public to purchase services or goods by means of electronic commerce.

Your operations must comply with all applicable laws. These include the laws that we describe in Item 1. You must investigate what laws apply to your business and for ensuring compliance with them.

Any variation from our mandatory requirements requires our prior written approval. We grant approval only in exceptional cases in our discretion. An exception made for another franchisee does not have to be made for you.

## **ITEM 17**

### **RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**This table lists certain important provisions of the franchise agreement pertaining to renewal, termination, transfer, and dispute resolution. You should read these provisions in the agreement attached to this disclosure document. You should also review the state addendum for additional disclosures applicable in certain states (Exhibit E).**

## THE FRANCHISE RELATIONSHIP

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
A. Term of the franchise	§ 3.1	5 Years
B. Renewal or extension of the term	§ 3.2	One renewal term of 5 years, but only if we are also offering new franchises at the time.
C. Requirements for you to renew or extend <sup>1</sup>	§ 3.2	Provided that you (i) have met the Yearly Purchase Requirement during the Initial Term, (ii) are otherwise in good standing under the Franchise Agreement and we are offering new franchises at the time, you may, at your option, renew the Franchise Agreement upon the expiration of the Initial Term for one (1) additional term of five (5) years. You must exercise your option to renew by giving us written notice of your election to renew not less than six (6) months nor more than one (1) year prior to the expiration of the Initial Term. As a condition of any renewal, you must (a) sign our then-current form of franchise agreement for renewal franchises, which may include terms and conditions materially different from those in this Agreement, such as different performance standards, fee structures and/or increased fees, but you will not be required to pay another initial franchise fee or a franchise renewal fee; (b) execute a general release in a form satisfactory to us of any and all claims against us, our parent, subsidiaries or affiliates (if applicable) and their officers, directors, attorneys, Owners and employees; (c) complete any new training requirements not yet completed and (d) at your sole expense and if necessary in our sole opinion, bring your Franchised Business up to our then-current standards for a Franchised Business, including, without limitation, participate in additional training, upgrade equipment, and purchase additional or new GET A GRIP Products.
D. Termination by you	§ 12.2	You may terminate the Franchise Agreement only if you are in compliance with the

<sup>1</sup> Upon renewal of the Franchise Agreement, new equipment is not reissued. Equipment is only provided when the initial Franchise Agreement is executed.



PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Franchise Agreement and we materially breach the Franchise Agreement. The notice must specifically list all alleged deficiencies and provide us with an opportunity to cure of no less than 90 days from the date we receive your notice. You must give us the notice within 1 year of our alleged default.
E. Termination by Company without cause	No provision for termination without cause.	N/A
F. Termination by Company with cause	§ 12.1	We may only terminate the Franchise Agreement for good cause.
G. "Cause" defined-defaults which can be cured	§ 12.1	Generally speaking, under the Franchise Agreement, you have 10 days after notice to cure a default involving any non-payment. You have 30 days after notice to cure a default not treated in the Agreement as a non-curable default.
H. "Cause" defined-defaults which cannot be cured	§ 12.1	The Franchise Agreement defines non-curable defaults to generally include: insolvency, assignments for the benefit of creditors, bankruptcy and receivership proceedings; filing of a false application or report; violation of transfer or assignment restrictions; 2 defaults of the same or similar provision within any 12 month period; failure to cure violations of laws or regulations within 15 days of notification; violation of a confidentiality or non-disclosure requirement; conviction of a felony or other offense associated with the Franchised Business; failure to open your Franchised Business within 90 days of signing the Franchise Agreement; abandonment of the Franchised Business; failure to meet a yearly purchase requirement; and default on any other agreement with us or any affiliate by you or your guarantors.
I. Your obligations on termination or non-renewal	§§ 13.1, 13.2 and 10.2	Your obligations generally include: cease operating the Franchised Business and advertising; pay all sums due us; return all trade secret and other Confidential Information; transfer all telephone numbers and trade and similar name registrations and business licenses to us; provide us with information on your employees, customers, etc.; stop using our methods, procedures, technology and techniques; stop using the Licensed Marks and our advertising; remove

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		all trade dress and other indications that you were our franchisee. As to the Ottesey® System, you agree to sell and we agree to re-purchase the Ottesey® System according to the re-purchase price set forth in Exhibit 4.1.3 to the Franchise Agreement. We may offset any fees or sums that you owe to us from the purchase price of any assets we purchase from you. You and other persons covered by the Franchise Agreement must comply with the covenants not to compete.
J. Assignment of contract by Company	§ 11.1	No restriction on our right to assign the Franchise Agreement.
K. "Transfer" by you-definition	§ 11.2	Includes the direct or indirect sale, assignment, transfer, conveyance, giving away, pledge, mortgage or otherwise encumbering any interest in the Franchise Agreement or any portion or aspect of the Franchise Agreement or any legal, beneficial or voting interest in you as franchisee.
L. Company's approval of transfer	§ 11.2	We have the right to approve all transfers.
M. Conditions for Company approval of transfer	§ 11.3	Your proposed transferee qualifies; you have satisfied all of your obligations under the Franchise Agreement, the proposed transferee has satisfied all of its obligations to us, transfer fee has been paid, general release has been signed by you and other applicable parties, proposed transferee signs applicable new franchise agreement(s), proposed transferee has completed required training and proposed transferee has obtained all necessary licenses and registrations.
N. Company's right of first refusal to acquire your business	§ 11.5	You must offer your Franchised business to us on the same terms that a third party has offered to purchase your Franchised Business. We are not required to accept your offer.
O. Company's option to purchase your business	§ 13.2	Right to purchase assets upon termination or expiration. As to the Ottesey® System, you agree to sell and we agree to re-purchase the Ottesey® System according to the re-purchase price set forth in Exhibit 4.1.3 to the Franchise Agreement.
P. Your death or disability	§§ 11.4 and 13.2	Your heirs can qualify; otherwise, they or your legal representative must assign the franchise to an approved buyer within 6 months and otherwise fulfill the conditions to

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		transfer (see M. above). If this does not occur within 6 months of the date of death or disability, we can terminate the Franchise Agreement and exercise an option to buy the assets of the franchised business.
Q. Non-competition covenants during the term of the franchise	§ 10.1	During the term of the Franchise Agreement, you shall not directly or indirectly, represent, market, make, sell or distribute any competitive products or services anywhere. "Competitive products or services" are defined as products and services that we and our franchisees offer, develop, or take substantial steps towards offering or developing during the term of this Agreement for resurfacing bathtubs, countertops and other surfaces. You agree that this term applies to all Owners, shareholders, partners, affiliates, subsidiaries, officers, family members or entities controlled by you in any way. In addition, you agree to require that your employees, owners and officers personally execute a non-competition agreement in a form satisfactory to us. You acknowledge that your violation of this term will subject us to irreparable damages, and the right to injunctive relief, specific performance and/or damages from you, and that such violation constitutes ground for immediate termination for cause of the Franchise Agreement.
R. Non-competition covenants after the franchise is terminated or expires	§ 10.2	Neither you nor your Owners, shareholders, partners, affiliates, subsidiaries, officers, family members or entities controlled by you in any way may for a period of 12 months following termination, regardless of the reason, or expiration of the Franchise Agreement directly or indirectly, represent, market, make, sell or distribute any competitive products or services within your PMA or an area consisting of a 100-mile radius around your PMA. "Competitive products or services" are defined as products and services that we and our franchisees offer, develop, or take substantial steps towards offering or developing during the term of the Franchise Agreement for resurfacing bathtubs, countertops and other surfaces. In addition, you agree to require that your employees, owners and officers personally execute a non-competition agreement in a form satisfactory to us. You acknowledge that your violation of this term will subject us to irreparable damages, and the right to

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		injunctive relief, specific performance and/or damages from you.
S. Modification of the agreement	§§ 17.3 and 8.2	The Franchise Agreement may not be modified except by a written agreement that you and we both sign. We can modify or change the certain requirements through changes in the Operations Manuals in our discretion and you are bound by the same.
T. Integration/merger clause	Article 21	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises you claim were made to you that are not included in the Franchise Agreement cannot be enforced against us.
U. Dispute resolution	None	All disputes are to be litigated in the state or federal courts located in Bernalillo County, New Mexico. The Agreement contains no alternate dispute resolution requirements.
V. Choice of forum	Article 19	All litigation shall take place in the state or federal courts located in Bernalillo County, New Mexico.
W. Choice of law	Article 19	New Mexico law applies.

These states have statutes which may, under certain circumstances, supersede the Franchise Agreement concerning your relationship with Company, including the areas of termination and renewal of the franchise: ARKANSAS (Code, Sections 4-72-201 through 4-72-210); CALIFORNIA (Business and Professions Code, Division 8, Chapter 5.5, Sections 20000 through 20043); CONNECTICUT (General Statutes, Title 42, Chapter 739, Sections 42-133e through 42-133h); DELAWARE (Code Annotated, Title 6, Chapter 25, Sections 2551 through 2556); DISTRICT OF COLUMBIA (Code, Sections 29-1201 through 29-1208); FLORIDA (Statutes, Section 542.335); HAWAII (Revised Statutes, Title 26, Chapter 482E, Section 482E-6); ILLINOIS (Compiled Statutes, Chapter 815, Sections 705/1 through 705/44); INDIANA (Code, Title 23, Article 2, Chapter 2.7, Sections 1 through 7); IOWA (Code, Title XX, Chapter 523H, Sections 523H.1 through 523H.17); KENTUCKY (Revised Statutes, Title XL, Section 436.165); LOUISIANA (Revised Statutes, Title 23, Section 921[E], Revised Statutes, Title 12, Section 1042); MARYLAND (Code, Sections 11-1301 through 11-1307, Code, Article 27, Sections 369A and 370); MICHIGAN (Compiled Laws, Section 445.1527 [M.S.A.19.854(27)]); MINNESOTA (Statutes, Sections 80C.01 through 80C.22); MISSISSIPPI (Code, Sections 75-24-51 through 75-24-63); MISSOURI (Revised Statutes, Sections 407.400 through 407.410 and 407.420); NEBRASKA (Revised Statutes, Sections 87-401 through 87-410); NEW JERSEY (Revised Statutes, Sections 56:10-1 through 56:10-12); NEW YORK (General Business Code, Article 33, Sections 680-695); NORTH CAROLINA (General Statutes, Chapter 22B, Section 3); NORTH DAKOTA (Century Code, Sections 51-20.2-01 through 51-20.2-03); OREGON (Revised Statutes, Chapter 650, Sections 5 through 100); PUERTO RICO (Laws, Title 10, Chapter 14, Sections 278 through 278d); RHODE ISLAND (General Laws, Title 19, Chapter 28.1, Sections 1 through 34); SOUTH DAKOTA (Codified Laws, Section 37-5B); VIRGIN ISLANDS (Code, Title 12A, Chapter 2, Subchapter III, Sections 130-139); VIRGINIA (Code, Sections 13.1-557 through 13.1-574, Code, Section 58.1-612); WASHINGTON (Revised Code, Title 19, Chapter 19.100, Sections 19.100.180 and 19.100.190); WISCONSIN (Statutes, Sections 135.01 through 135.07). These and other states may have court decisions which may supersede the Franchise Agreement concerning your relationship with us, including the areas of termination and renewal of the franchise.

## ITEM 18

### PUBLIC FIGURES

At this time, we do not use any public figure to promote our franchises, nor is there any public figure who is involved in any respect with the actual management or control of our company.

## ITEM 19

### FINANCIAL PERFORMANCE REPRESENTATIONS

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

Franchisees may not operate multiple franchise territories under one Franchise Agreement. Each location number corresponds with an individual Franchise Agreement and all corresponding documents and responsibilities, such as signed non-disclosure documents, Monthly Maintenance Fees, and more.

We designate each franchised territory as an "outlet." As of December 31, 2022, we have 21 franchised outlets ("Franchised Locations"). The Franchised Locations are operated under 21 signed franchise agreements.

The financial information provided in the following tables represents the historical performance of the Franchised Locations that have been opened for a minimum of 12 months as of December 31, 2022 ("Reporting Group") for the 2022 fiscal year (January 1, 2022 to December 31, 2022) ("Reporting Period"). The Reporting Group consists of Get A Grip Resurfacing Businesses operated under 21 franchise agreements with 21 franchised outlets.

Location #	Total Revenue	Reported # of Technicians	Total Revenue per tech per Month	# of Franchised Outlets
114 + 123	\$ 920,327.00	5	\$ 15,338.78	2
116 + 122	\$ 726,231.00	5	\$ 12,103.85	2
107	\$ 466,882.00	3	\$ 12,968.94	1
111 + 119	\$ 447,288.00	2.5	\$ 14,909.60	2
113	\$ 402,510.00	2.5	\$ 13,417.00	1
115	\$ 380,763.00	2.5	\$ 12,692.10	1
103	\$ 351,625.00	2.5	\$ 11,720.83	1
104	\$ 301,280.00	2.5	\$ 10,042.67	1
112	\$ 259,453.00	1.5	\$ 14,414.06	1
105	\$ 198,928.00	2	\$ 8,288.67	1
108	\$ 185,408.00	1	\$ 15,450.67	1

109	\$	140,527.00	1	\$	11,710.58	1
106	\$	110,920.00	1	\$	9,243.33	1
102	\$	107,883.00	1	\$	8,990.25	1
118	\$	101,132.00	1	\$	8,427.67	1
117	\$	90,878.00	1	\$	7,573.17	1
121	\$	82,915.00	1	\$	6,909.58	1
120	\$	75,551.00	1	\$	6,295.92	1

**ITEM 20**

**OUTLETS AND FRANCHISEE INFORMATION**

**FRANCHISE STATUS SUMMARY  
FOR CALENDAR YEARS 2020, 2021, and 2022**

**TABLE NO. 1**

**Systemwide Outlet Summary  
For Calendar Years 2020 through 2022**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year<sup>1</sup></b>	<b>Outlets at the End of the Year<sup>1</sup></b>	<b>Net Change</b>
Franchised				
	2020	23	23	0
	2021	23	23	0
	2022	23	22	-1
Company-Owned				
	2020	1	1	0
	2021	1	1	0
	2022	1	1	0
Total Outlets				
	2020	23	24	+1
	2021	24	24	0
	2022	24	23	-1

**TABLE NO. 2**

**Transfers of Outlets from Franchisees to New Owners  
(Other than the Franchisor)  
For Calendar Years 2020 through 2022**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Alabama		
	2020	0
	2021	0
	2022	0
Alaska		
	2020	0
	2021	0
	2022	0
Arizona		
	2020	0

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
	2021	0
	2022	0
Arkansas		
	2020	0
	2021	0
	2022	0
California		
	2020	0
	2021	0
	2022	0
Colorado		
	2020	0
	2021	0
	2022	1
Connecticut		
	2020	0
	2021	0
	2022	0
Delaware		
	2020	0
	2021	0
	2022	0
Florida		
	2020	0
	2021	0
	2022	0
Georgia		
	2020	0
	2021	0
	2022	0
Hawaii		
	2020	0
	2021	0
	2022	0
Idaho		
	2020	0
	2021	0
	2022	0
Illinois		
	2020	0
	2021	0



<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
	2022	0
Indiana		
	2020	0
	2021	0
	2022	0
Iowa		
	2020	0
	2021	0
	2022	0
Kansas		
	2020	0
	2021	0
	2022	0
Kentucky		
	2020	0
	2021	0
	2022	0
Louisiana		
	2020	0
	2021	0
	2022	0
Maine		
	2020	0
	2021	0
	2022	0
Maryland		
	2020	0
	2021	0
	2022	0
Massachusetts		
	2020	0
	2021	0
	2022	0
Michigan		
	2020	0
	2021	0
	2022	0
Minnesota		
	2020	0
	2021	0
	2022	0

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
Mississippi		
	2020	0
	2021	0
	2022	0
Missouri		
	2020	0
	2021	0
	2022	0
Montana		
	2020	0
	2021	0
	2022	0
Nebraska		
	2020	0
	2021	0
	2022	0
Nevada		
	2020	0
	2021	0
	2022	0
New Hampshire		
	2020	0
	2021	0
	2022	0
New Jersey		
	2020	0
	2021	0
	2022	0
New Mexico		
	2020	0
	2021	0
	2022	0
New York		
	2020	0
	2021	0
	2022	0
North Carolina		
	2020	0
	2021	0
	2022	0

North Dakota		
	2020	0
	2021	0
	2022	0
Ohio		
	2020	0
	2021	0
	2022	0
Oklahoma		
	2020	0
	2021	0
	2022	0
Oregon		
	2020	0
	2021	0
	2022	0
Pennsylvania		
	2020	0
	2021	0
	2022	0
Puerto Rico		
	2020	0
	2021	0
	2022	0
Rhode Island		
	2020	0
	2021	0
	2022	0
South Carolina		
	2020	0
	2021	0
	2022	0
South Dakota		
	2020	0
	2021	0
	2022	0
Tennessee		
	2020	0
	2021	0
	2022	0
Texas		
	2020	0
	2021	0
	2022	0

Utah		
	2020	0
	2021	0
	2022	0
Vermont		
	2020	0
	2021	0
	2022	0
Virginia		
	2020	0
	2021	0
	2022	0
Washington		
	2020	0
	2021	0
	2022	0
West Virginia		
	2020	0
	2021	0
	2022	0
Wisconsin		
	2020	0
	2021	0
	2022	0
Wyoming		
	2020	0
	2021	0
	2022	0
District of Columbia		
	2020	0
	2021	0
	2022	0
Total		
	2020	0
	2021	0
	2022	0

TABLE NO. 3

Status of Franchised Outlets  
For Calendar Years 2020 through 2022

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
Alabama								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Alaska								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Arizona								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arkansas								
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
California								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Colorado								
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Connecticut								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Delaware								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
Florida								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Georgia								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Hawaii								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Idaho								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Illinois								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Indiana								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Iowa								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Kansas								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Kentucky								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
	2022	0	0	0	0	0	0	0
Louisiana								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maine								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Maryland								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Massachusetts								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Michigan								
	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Minnesota								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Mississippi								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Missouri								
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Montana								
	2020	0	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Nebraska								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Nevada								
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	1	0	0	1
New Hampshire								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New Jersey								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New Mexico								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New York								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
North Carolina								
	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
North Dakota								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0



Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
Ohio								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Oklahoma								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Oregon								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Pennsylvania								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Puerto Rico								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Rhode Island								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
South Carolina								
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
South Dakota								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Tennessee								
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
	2022	2	0	0	0	0	0	2
Texas								
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Utah								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Vermont								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Virginia								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Washington								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
West Virginia								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Wisconsin								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Wyoming								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
District of Columbia								
	2020	0	0	0	0	0	0	0

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at the Start of the Year</b>	<b>Column 4 Outlets Opened</b>	<b>Column 5 Terminations</b>	<b>Column 6 Non- Renewals</b>	<b>Column 7 Reacquired by Franchisor</b>	<b>Column 8 Ceased Operations - Other Reasons</b>	<b>Column 9 Outlets at End of the Year</b>
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Total								
	2020	22	0	0	0	0	0	23
	2021	23	0	0	0	0	0	23
	2022	23	0	0	1	0	0	22

**TABLE NO. 4**

**Status of Company-Owned Outlets  
For Years Calendar Years 2020 through 2022**

<b>Column 1 State</b>	<b>Column 2 Year</b>	<b>Column 3 Outlets at the Start of the Year</b>	<b>Column 4 Outlets Opened</b>	<b>Column 5 Outlets Reacquired from Franchisees</b>	<b>Column 6 Outlets Closed</b>	<b>Column 7 Outlets Sold to Franchisor</b>	<b>Column 8 Outlets at End of the Year</b>
Alabama							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Alaska							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Arizona							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Arkansas							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
California							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Colorado							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Connecticut							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisor	Column 8 Outlets at End of the Year
Delaware							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Florida							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Georgia							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Hawaii							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Idaho							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Illinois							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Indiana							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Iowa							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Kansas							

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisor	Column 8 Outlets at End of the Year
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Kentucky							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Louisiana							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Maine							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Maryland							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Massachusetts							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Michigan							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Minnesota							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Mississippi							
	2020	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisor	Column 8 Outlets at End of the Year
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Missouri							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Montana							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Nebraska							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Nevada							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Hampshire							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Jersey							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
New Mexico <sup>1</sup>							
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
New York							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisor	Column 8 Outlets at End of the Year
	2022	0	0	0	0	0	0
North Carolina							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
North Dakota							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Ohio							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Oklahoma							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Oregon							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Pennsylvania							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Puerto Rico							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Rhode Island							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0



Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisor	Column 8 Outlets at End of the Year
South Carolina							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
South Dakota							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Tennessee							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Texas							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Utah							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Vermont							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Virginia							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Washington							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
West Virginia							

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisor	Column 8 Outlets at End of the Year
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Wisconsin							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Wyoming							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
District of Columbia							
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Total	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1

1 This outlet is operated by our affiliate GET A GRIP Resurfacing, LLC

**TABLE NO. 5**

**Projected New Outlets  
January 1, 2023 – December 31, 2023**

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened as of December 31, 2022	Column 3 Projected New Franchised Outlets Between 01/01/23 and 12/31/23	Column 4 Projected New Company-Owned Outlets Between 01/01/23 and 12/31/23
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
California	0	0	0

<b>Column 1</b> <b>State</b>	<b>Column 2</b> <b>Franchise Agreements</b> <b>Signed but Outlet Not</b> <b>Opened as of</b> <b>December 31, 2022</b>	<b>Column 3</b> <b>Projected New</b> <b>Franchised Outlets</b> <b>Between 01/01/23 and</b> <b>12/31/23</b>	<b>Column 4</b> <b>Projected New</b> <b>Company-Owned</b> <b>Outlets Between</b> <b>01/01/23 and 12/31/23</b>
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	0	1	0
Georgia	0	1	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	0	0
Indiana	0	0	0
Iowa	0	1	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	0	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	0	0	0
North Carolina	0	0	0
North Dakota	0	0	0
Ohio	0	0	0
Oklahoma	0	0	0
Oregon	0	0	0

<b>Column 1</b> <b>State</b>	<b>Column 2</b> <b>Franchise Agreements</b> <b>Signed but Outlet Not</b> <b>Opened as of</b> <b>December 31, 2022</b>	<b>Column 3</b> <b>Projected New</b> <b>Franchised Outlets</b> <b>Between 01/01/23 and</b> <b>12/31/23</b>	<b>Column 4</b> <b>Projected New</b> <b>Company-Owned</b> <b>Outlets Between</b> <b>01/01/23 and 12/31/23</b>
Pennsylvania	0	0	0
Puerto Rico	0	0	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	0	0	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	0	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
District of Columbia	0	0	0
Total	0	0	0

A list of current franchisees is attached as Exhibit F. A list of any former franchisees that terminated their Franchise Agreements between January 1, 2022 and April 1, 2023 is attached as Exhibit F-1.

**ATTENTION PROSPECTIVE FRANCHISEES:**

- a. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with GET A GRIP Franchising, LLC. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.
- b. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.
- c. There are no trademark-specific franchisee organizations associated with our franchise system.

## **ITEM 21**

### **FINANCIAL STATEMENTS**

We were organized on January 9, 2007. Attached as Exhibit G is a copy of (i) our audited balance sheet as of December 31, 2022 and the related statements of income and member's equity and cash flows for the year then ended and (ii) our audited balance sheet as of December 31, 2021, December 31, 2020, and the related statements of income and member's equity and cash flows for these years then ended.

## **ITEM 22**

### **CONTRACTS**

Attached is a copy of all agreements proposed for use in this state with the offer and sale of the Franchised Business. Those agreements are as follows:

EXHIBIT B Franchise Agreement

EXHIBIT D Confidentiality, Non-Disclosure and Non-Competition Agreement

## **ITEM 23**

### **RECEIPTS**

The last page of this Disclosure Document (Exhibit H) is a detachable document acknowledging receipt of this Disclosure Document by you.

# Exhibit A

**EXHIBIT A**  
**LIST OF ADMINISTRATORS**  
**AND**  
**AGENTS FOR SERVICE OF PROCESS**  
**FOR ACTIONS COMMENCED**  
**UNDER STATE FRANCHISE INVESTMENT LAWS**

**CALIFORNIA**

California Department of Corporations  
320 West 4th Street, Suite 750  
Los Angeles, CA 90013  
866.275.2677

**CONNECTICUT**

Banking Commissioner of the State  
of Connecticut  
260 Constitution Plaza  
Hartford, CT 06013-1800  
860.240.8299

**HAWAII**

Commissioner of Securities  
Department of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, HI 96813  
808.586.2722

**ILLINOIS**

Office of Attorney General  
500 South Second Street  
Springfield, IL 62706

**INDIANA**

State Franchise Law Administrator Only:  
Indiana Securities Division  
Secretary of State  
Room E-111  
302 West Washington St.  
Indianapolis, IN 46204

**MINNESOTA**

Commissioner of Securities  
Securities Division  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101-2198

**INDIANA, cont.**

Indiana process to be served upon:  
Indiana Secretary of State  
201 State House  
Indianapolis, IN 46204

**MARYLAND**

State Franchise Law Administrator only:  
Office of the Attorney General  
Division of Securities  
200 St. Paul Place  
Baltimore, MD 21202-2020

Maryland process to be served upon:

Maryland Securities Commissioner  
200 St. Paul Place  
Baltimore, MD 21202-2020

**MICHIGAN**

State Franchise Law Administrator only:  
Michigan Attorney General  
Consumer Protection Division  
670 Law Building  
Lansing, MI 48913

Michigan process to be served upon:

Corporations and Securities Bureau  
Michigan Department of Commerce  
6546 Mercantile Way  
Lansing, MI 48911

**SOUTH DAKOTA**

Divisions of Insurance  
Securities Regulations  
124 S. Euclid Suite 104  
Pierre, SD 57501

**NEW YORK**

State Franchise Law Administrator only:  
Bureau of Investor Protection and Securities  
New York State Department of Law  
23rd Floor  
120 Broadway  
New York, NY 10271

New York process to be served upon:  
Secretary of State  
41 State Street  
Albany, NY 12231

**NORTH DAKOTA**

North Dakota Securities Department  
Fifth Floor  
600 East Boulevard  
Bismarck, ND 58505

**OREGON**

Department of Consumer and Business Services  
Division of Finance and Corporate Securities  
Labor and Industries Building  
Salem, OR 97310

**RHODE ISLAND**

Division of Securities  
Suite 232  
233 Richmond Street  
Providence, RI 02903

**VIRGINIA**

State Franchise Law Administrator only:  
Division of Securities and Retail Franchising  
1300 East Main Street, 9th Floor  
Richmond, VA 23219

Virginia process to be served upon:  
Clerk of the Virginia State Corporation Commission  
1300 East Main Street, 1<sup>st</sup> Floor  
Richmond, VA 23219

**WASHINGTON**

Olympia, WA 98501  
Department of Financial Institutions  
Securities Division  
150 Israel Rd. SW.  
Olympia, WA 98501

**WISCONSIN**

Division of Securities  
Wisconsin Department of Financial Institutions  
345 West Washington Avenue  
Madison, WI 53703



# **Exhibit B**

**GET A GRIP FRANCHISING, LLC.**

**FRANCHISE AGREEMENT**

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## EXHIBITS

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1.11	Primary Marketing Area
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2.6.1	Yearly Product Purchase Requirements
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## FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between GET A GRIP Franchising, LLC, a New Mexico limited liability company, with its principal place of business at 8905 Adams Street N.E., Albuquerque, NM 87113 (“Franchisor,” “our,” “us,” or “we”), and \_\_\_\_\_, with a place of business at \_\_\_\_\_ (“Franchisee,” “you,” or “your”).

### 1. DEFINITIONS

1.1. Affiliate. “Affiliate” means any entity that controls, is controlled by, or is under common control with a referenced entity.

1.2. Confidential Information. “Confidential Information” means all business, financial and technical information provided by Franchisor or an Affiliate of Franchisor or a supplier to either Franchisor or Franchisor’s Affiliates to Franchisee or its Affiliates whether disclosed in writing, orally, or in any other manner, tangible or intangible, including but not limited to: (i) information concerning inventions, discoveries, concepts, ideas, techniques, formulae processes, designs, specifications, drawings, diagrams, models, samples, flow charts, computer programs, algorithms, data, finances and plans, customer lists, business plans, contracts, marketing plans, production plans, distribution plans, System implementation plans, business concepts, supplier information, business procedures and operations, and all materials related thereto; (ii) information relating to the System and the Franchised Business; (iii) terms and conditions of this Agreement; (iv) all know-how and Intellectual Property; (v) all unpublished copyrightable material; and (vi) any information derived therefrom. Notwithstanding the foregoing, Confidential Information does not include information that:

(1) is, as of the time of its disclosure, or thereafter becomes part of the public domain through no act or failure to act by Franchisee; (2) was known to Franchisee free of any obligation to keep such information confidential before its disclosure by Franchisor to Franchisee as shown by Franchisee’s written records; (3) is independently developed by Franchisee without use, reference or access to the Confidential Information; or (4) is subsequently learned from a third party not subject to any obligation of confidentiality to Franchisor or any Affiliate or any supplier to Franchisor or any of Franchisor’s Affiliates with respect to the information disclosed.

1.3. Effective Date. “Effective Date” means the date appearing on the first page of the text of this Agreement.

1.4. Franchised Business. “Franchised Business” means the administrative and operational components of the service business using the System, as such term is defined in Section 1.12, below, in connection with (a) the restoration, resurfacing and/or refinishing of multiple surfaces including bathtubs (porcelain and fiberglass) and countertops (laminated, cultured marble and tile) and (b) the repair of fiberglass tubs and showers and many other types of kitchen and bathroom surfaces. Other services may be added periodically to the services offered by the Franchised Business.

1.5. GET A GRIP Products. “GET A GRIP Products” means certain products designated by us and manufactured to, or otherwise meeting, our specifications and used in connection with performing the services offered as part of the Franchised Business.

1.6. Intellectual Property. “Intellectual Property” means all intellectual property in the United States and Canada arising under statutory or common law, whether or not perfected, including all (i) developments, inventions, modifications, derivative works, patches, bridges, etc.; (ii) patents, patent applications and potential patent applications; (iii) rights associated with works of authorship, including copyrights, copyright applications and copyright registrations; (iv) rights associated with trademarks, service marks, trade dress, slogans and logos, trademark applications and trademark registrations; (v) rights relating to the protection of trade secrets and Confidential Information; (vi) any other proprietary rights relating to intangible property (e.g. trade dress, or service mark rights); and (vii) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.7. Licensed Marks. “Licensed Marks” means the trademarks listed in Exhibit 1.7 and such other trade names, trademarks, service marks and/or indicia of origin as may be designated by us from time to time for use in connection with operation of the Franchised Business.

1.8. Operations Manuals. “Operations Manuals” means the confidential operating manuals, including the technical, administrative and marketing manuals, and all amendments and supplements thereto, described in Article 8 of this Agreement.

1.9. Owner. “Owner” means each person who has a direct or indirect legal or beneficial ownership interest in you, if you are a business corporation, partnership, limited liability company or other legal entity.

1.10. Premises. “Premises” means the location from which the Franchised Business is operated, such as the franchisee’s house or a leased commercial location. The Premises is identified in Exhibit 1.10 to this Agreement.

1.11. Primary Marketing Area or PMA. “Primary Marketing Area” or “PMA” means the area described in Exhibit 1.11 to this Agreement.

1.12. System. “System” means our comprehensive business system, as modified, supplemented and improved by us from time to time, for using the Intellectual Property including, without limitation, restoring, resurfacing and/or refinishing multiple surfaces using GET A GRIP Products and marketing GET A GRIP Products and services under the Licensed Marks.

## **2. GRANT OF FRANCHISE**

2.1. Grant. Subject to all of the terms and conditions herein, we hereby grant to you the right to operate a Franchised Business located in the PMA. You accept your duties and



obligations under this Agreement and agree to use your best efforts in fulfilling your duties and obligations hereunder.

2.2. Franchised Business Operated Only from the Premises. You acknowledge and agree that this Agreement relates solely to the operation of the Franchised Business from the Premises in your PMA and affords you no right to open or operate a Franchised Business at any location in the PMA or elsewhere, other than the Premises. You are prohibited from sublicensing any rights, duties or obligations under this Agreement.

2.3. Relocation. Provided that you are not in default under this Agreement, in the event you offer a reason for relocating your Franchised Business that Franchisor, in its sole and absolute discretion, considers to be a sound commercial reason, you may relocate your Franchised Business to another premises within your PMA. You must obtain our prior written consent to any such relocation and take all necessary action we may require as a condition of our approval.

2.4. Primary Marketing Area.

2.4.1. If you are in compliance with all provisions of this Agreement, including, without limitation, Section 2.6.1, below, we will neither (a) grant another person the right to operate a Franchised Business with a premises that is physically located within your PMA nor (b) locate a Franchisor-owned business that is substantially similar to your Franchised Business with a business location, e.g., an office, that is physically located in your PMA.

2.4.2. Except as provided in Section 2.4.4, below, you may market and conduct the Franchised Business outside of your PMA, including a PMA assigned to another franchisee.

2.4.3. You understand and agree that subject to Section 2.4.1, above, other franchisees and licensees may solicit jobs and contracts and market the goods and services offered by their Franchised Business or a similar business in your PMA and that we also may solicit jobs and contracts and market the same or substantially similar goods and services in your PMA.

2.4.4. Notwithstanding anything in the Agreement to the contrary, you may not without our prior written consent solicit any jobs or contracts or provide any goods or services to any customers located in the areas described in Exhibit 2.4.4 to this Agreement. We reserve the right to amend Exhibit 2.4.4 periodically.

2.5. Franchisor's Additional Reserved Rights.

In addition to the rights retained in Section 2.4, above, we reserve the right to do the following in your PMA:

2.5.1. Distribute sales solicitation materials, broadcast television and radio advertisements and initiate telephone contact and accept telephone bookings from persons;

2.5.2. directly or through one of our Affiliates or a licensee to offer goods and services identified by the Licensed Marks through other retail and wholesale channels of distribution, including by means of (a) the Internet, (b) mail order catalogues, (c) direct mail advertising and (d) retail and wholesale outlets that do not do use Get A Grip as their principal business name, e.g. Lowes, Home Depot, Ace Hardware, etc.;

2.5.3. operate and/or to license others to operate other kinds of businesses or sell other goods or services under the Licensed Marks or other marks, e.g., multi-surface restoration services; and

2.5.4. operate and/or license others to operate other retail and wholesale concepts that offer goods and services similar to or competitive with those featured by a Franchised Business, but under trade names dissimilar to the Licensed Marks e.g., a competitive business that we may acquire or develop.

2.6. Achievement of Yearly Purchase Requirements.

2.6.1. Beginning as of the Effective Date, and during each full calendar year thereafter during the Initial Term, you must purchase from us or our designee no less than the “Yearly Purchase Requirements” as set forth in Exhibit 2.6.1 to this Agreement.

2.6.2. We may terminate your Agreement if you fail to achieve the Yearly Purchase Requirement during any two (2) consecutive full calendar years. We may, at our sole option and instead of terminating your Agreement, open a competitive Franchisor or Franchisor affiliate owned business in your PMA, or appoint others to open additional Franchised Businesses in your PMA.

2.7. Mergers and Acquisitions. You understand and agree that this Agreement contemplates that we may acquire, merge with, or be acquired by an entity which offers, sells, or grants franchises or licenses to others to offer or sell, within your PMA, some or all of the services, programs and activities which this Agreement contemplates will be offered and sold by you. You further understand and agree that any such occurrence shall be an exception to the rights granted to you in and for your PMA. You, on behalf of yourself and all of your Owners, hereby expressly release, waive and discharge any and all claims, causes of action, demands, or other rights which could be asserted or undertaken by you or any of your Owners upon such occurrence.

2.8. Modifications. The business environment affecting our franchise program is continually changing. We may develop other business activities or modify existing business activities in response to changes in the business environment, including those resulting from

technological advances, e-commerce, expansion into new markets and other factors that may not presently be anticipated. We reserve the right to change or modify the Licensed Marks, the System, the Franchised Business concept, the Operations Manuals, and any proprietary software we require you to use. We may adopt and use new or modified trade names, trademarks, service marks, logos, equipment, software, products, techniques or concepts. We may add new and different services and products and withdraw services or products or change their names or image; redesign any trade dress, software programs and equipment standards; or discontinue them as we consider appropriate. You must accept and use the changes, at your expense, as if they were part of this Agreement.

2.9. **Owner's Guaranty.** If Franchisee is a corporation, partnership, limited liability company or other business entity, Franchisee shall cause each of its Owners, and their spouses, to execute and deliver to Franchisor, concurrently with the execution of this Agreement, the form of Owner's Guaranty and Assumption of Licensee's Obligations (the "Guaranty") attached hereto as Exhibit 2.9. Subject to our rights under Article 11, during the term of this Agreement, Franchisee shall cause any new Owners and their spouses to execute and deliver to Franchisor the form Guaranty promptly after becoming new Owners of Franchisee.

### **3. TERM AND RENEWAL**

3.1. **Initial Term.** This Agreement shall take effect upon its execution by all parties hereto and, unless previously terminated pursuant to Article 12 hereof, its term shall extend for five (5) years from the Effective Date (the "Initial Term").

3.2. **Renewal Term.** Provided that you (a) have met each Yearly Product Purchase Requirement during the Initial Term, and (ii) are not in default under this Agreement or any other agreement with us, at any time during the last six (6) months of the Initial Term, you may, at your option, renew this Agreement upon the expiration of the Initial Term for one (1) additional term of five (5) years, provided that we are offering new franchise agreements at that time. You shall exercise your option to renew by giving us written notice of your election to renew not less than six (6) months nor more than one (1) year prior to the expiration of the Initial Term. As a condition of any renewal, you must (a) sign our then-current form of franchise agreement for renewal franchises, which may include terms and conditions materially different from those in this Agreement, such as different performance standards, fee structures and/or increased fees, but you will not be required to pay another initial franchise fee or a franchise renewal fee; (b) execute a general release in a form satisfactory to us of any and all claims against us, our parent, subsidiaries or affiliates (if applicable) and their officers, directors, attorneys, Owners and employees; (c) complete any new training requirements not yet completed and (d) at your sole expense and if necessary in our sole opinion, bring your Franchised Business up to our then-current standards for a Franchised Business, including, without limitation, participate in additional training, upgrade equipment, and purchase additional or new GET A GRIP Products.

### **4. OPERATING ASSISTANCE**

4.1. **Assistance Prior to Opening.** Prior to your beginning operation of the Franchised Business, we shall provide you with the following assistance, on the same basis as we will from time to time make such pre-opening assistance available to other GET A GRIP franchisees:

4.1.1. Loan you one copy of the Operations Manuals. We may modify the Operations Manuals by written supplements of which you will receive copies.

4.1.2. Up to ten (10) business days of training in the operation of the Franchised Business for two persons at our headquarters or another location designated by us. You are responsible for all of your expenses associated with participating in and completing such training.

4.1.3. An initial supply of materials, equipment and promotional items as listed in attached Exhibit 4.1.3.

4.1.4. Mask certification training with respirator equipment for those who attend the hands-on training.

4.1.5. Promotional set-up, i.e., set-up for business cards, letterhead and envelopes that you must purchase.

4.1.6. Internet Franchisee location page set-up.

4.1.7. Photo session for the Internet Franchisee location page.

4.1.8. Corporate e-mail set-up.

4.1.9. Local media press release for your area, including distribution.

4.1.10. Access to the exclusive website Get A Grip EDGE.

4.2. Ongoing Assistance. After you are operating your Franchised Business, the following assistance shall be made available to you:

4.2.1. Consultation and advice in response to your inquiries about specific administrative and operating issues. We may decide how best to communicate this consultation and advice to you, whether by telephone, in writing, electronically or in person. The method chosen by us may be different than the methods used by us for other franchisees.

4.2.2. Make GET A GRIP Products available to you either directly or through approved suppliers.

4.2.3. Supplemental, continuing and corrective training will be made available on an as-needed basis. If we provide the training there will be an additional fee as provided in Section 5.3 of this Agreement. This training, at our discretion, will be held at our headquarters or in your PMA. If a manufacturer provides the training, the manufacturer may charge a fee or tuition determined by the manufacturer. You will be responsible for all associated expenses, including

travel, room and board expenses for your employee to attend the training or, as the case may be, for our trainer to travel to and conduct the training in your PMA.

4.2.4. Maintain, and at our discretion, periodically revise the Operations Manuals to incorporate new developments and changes in the System and provide you with a copy of such revisions.

4.2.5. Consistent with Section 7.7 of this Agreement, Franchisor shall provide assistance in administering any warranties issued by Franchisor. Franchisor's sole obligation under any warranty issued by Franchisor will be limited to repairing or replacing the product returned to Franchisor by Franchisee or refund of the original purchase price (plus shipping), at Franchisor's discretion, if and only if Franchisor determines that the said product was used in accordance with Franchisor's instructions and did not perform as intended. Franchisee's sole remedy for breach of product warranty shall be as provided in Section 7.7 of this Agreement.

4.2.6. Administer the National Maintenance Fund, as that term is defined in Section 9.1 of this Agreement.

4.2.7. Review and approve or disapprove advertising that you create for your local use.

4.2.8. Maintain our website that will support multiple functions (i.e. sales and administration).

## 5. FEES AND OTHER PAYMENTS

5.1. Initial Franchise Fee. In consideration of the execution of this Agreement, you agree to pay us an initial franchise fee in the amount of \_\_\_\_\_ Thousand Dollars (\$\_\_\_\_,000) (the "Initial Franchise Fee"), computed consistent with the table attached hereto as Exhibit 5.1. The Initial Franchise Fee shall be due when you sign the Franchise Agreement. No part of the Initial Franchise Fee shall be refundable.

5.2. National Maintenance Fee. You shall pay to us, without offset, credit or deduction of any nature, a nonrefundable national maintenance fee equal to the amount and according to the terms provided in Exhibit 5.2 of the Agreement (the "National Maintenance Fee").

5.3. Franchise Renewal. In consideration of the execution of this Agreement, you agree to pay us a 5-year Monthly National Maintenance Fee in the amount of \_\_\_\_\_ Hundred Dollars (\$\_\_\_\_.00) (the "Monthly National Maintenance Fee"), which is computed consistent with the table attached hereto as Exhibit 5.2. The Monthly National Maintenance Fee is due the billing cycle in which you sign the five-year renewal Franchise Agreement, and is locked in at the five-year rate listed in Exhibit 5.2 for the duration of the five-year contract period. No part of the Monthly National Maintenance Fee shall be refundable.

5.4. Supplemental Training Fee. Our current nonrefundable supplemental training fee for supplemental, continuing or corrective training provided by us is \$450 per day per trainee, plus all room, board and travel expenses incurred by our employee in providing such training if the training is held at a location other than our headquarters. This supplemental training fee is nonrefundable and is due as per the terms of the corresponding invoice. We reserve the right to modify this supplemental training fee at any time upon notice to you.

5.5. Supplier Evaluation Service Fee. Our current nonrefundable supplier evaluation service fee payable in connection with requested approval by you of a then non-approved supplier is \$450. This service is due at the time request for approval is submitted to us. We reserve the right to modify this service fee at any time upon notice to you.

5.6. Payment for Inventory and Supplies. You agree to make timely payments to vendors of inventory and supplies on the terms of the invoices for such inventory and supplies.

5.7. Payment and Interest on Late Payments. You shall pay interest on any balance due from the date due until such amount is paid in full at the highest then-applicable legal rate for open account business credit not to exceed one and one-half percent (1.5%) per month. This charge shall accrue whether or not Franchisor or Franchisee exercise their respective rights to terminate this Agreement pursuant to Article 12 hereof. We may require you to pay any amounts you owe us or an Affiliate by credit card, debit card, electronic transfer, automatic debit or other payment system or systems we designate, and you must sign the form we designate and take other actions required to comply with these payment systems.

5.8. Dishonored Payment Charge. We reserve the right to assess you a charge in the amount of fifty dollars (\$50.00) in the event, and each time, any payment made by you is dishonored, e.g., an NSF check. Assessment of this charge is in additions to, and not in lieu of, any of our other rights under this Agreement.

5.9. Application of Payments. All payments by you pursuant to this Article 5 shall be applied in such order as we may designate from time to time. You agree that you may not designate an order for application of any fees different from that designated by us and expressly acknowledge and agree that we may accept fees paid pursuant to different instructions without any obligation to follow such instructions, even if such payment is made by its terms conditional on such instructions being followed. This provision may be waived only by written agreement signed by us, which written agreement must be separate from the check or other document or medium constituting or transmitting payment.

5.10. Examination of Records. We and our designated agents, including accountants and auditors, shall have the right to examine and audit your records, accounts, books and data at all reasonable times at the place(s) where such records, accounts, books and data are maintained by or for you to ensure that you are complying with the terms of this Agreement. If our examination reveals that any financial information you reported and any amounts you paid us or our Affiliates is less than the amounts we calculate, you must immediately pay us the amount owing in accordance with the corrected report, plus interest as provided in this Agreement. If we find a discrepancy of 2% or more of the amount that you should have paid or reported, you must also pay and reimburse us for all expenses connected with the examination. This may include

reasonable accounting and legal fees and travel expenses. We may also exercise any other remedies we may have under this Agreement.

## 6. INTELLECTUAL PROPERTY

6.1. Intellectual Property Ownership. Franchisor owns or has a license to use and sublicense valuable Intellectual Property associated with the Franchised Business, System and GET A GRIP Products and such property rights set Franchisor apart from its competition and, in the case of the Licensed Marks, designate to customers the origin of the products and services offered by the Franchised Business. Any enhancements, adaptations, derivative works, modifications, suggestions or new processes (“Improvements”) made by you or your employees or agents relating to the Intellectual Property is our sole property and you grant and assign without further remuneration all worldwide right, title and interest in the Improvements to us, including any intellectual property rights derived from the same. We may incorporate the Improvements as part of the Franchised Business and allow us, our franchisees and other licensees, and our Affiliates to use the Improvements without paying you any compensation. If we decide to apply for patent or copyright registration for any Improvements, we shall do so at our own expense and you and your employees must sign all documents to enable us to secure all rights to the Improvements. Each of your employees must cooperate with this requirement. This does not constitute our consent to your modifying the Franchised Business, which we forbid you to do without our prior written consent.

6.2. Use of Intellectual Property. You acknowledge that we have sole discretion to determine what, if any, of our Intellectual Property is licensed to you and when such license should be terminated. You agree that any of our Intellectual Property to which you have access will only be used in connection with your Franchised Business and will not be used in any way to our detriment or to compete with us.

### 6.3. Licensed Marks.

6.3.1. You have no right, ownership or other interest in or to any of the Licensed Marks, except we grant you a non-exclusive, limited and terminable license or sublicense to use the Licensed Marks in strict conformity with this Agreement. You may not use any of the Licensed Marks as part of your corporate or business name, any domain name or any electronic address without our prior written permission. Your use of the Licensed Marks inures solely to our benefit. We, or our Affiliates, own all goodwill now or hereafter associated with each of the Licensed Marks we respectively own. You will not contest our rights or registration of the Licensed Marks or do anything likely to impair the goodwill associated with the Licensed Marks. You agree to reproduce and use the Licensed Marks only in the precise manner, colors, forms, and media we prescribe and only in association with goods and services we authorize. You must conform to our Licensed Mark usage requirements and policies as periodically published in the Operations Manuals or guidelines provided to you. Upon termination or expiration of this Agreement, or upon written notification of Franchisor, any such license immediately terminates.

6.3.2. We reserve the right, in our sole discretion, to designate one or more new, modified or replacement Licensed Marks for use by you and to require the use by you of any such new, modified or replacement Licensed Marks in addition to or in lieu of any previously designated Licensed Marks. Any expenses or costs associated with the use by you of any such new, modified or replacement Licensed Marks shall be your sole responsibility.

6.4. Confidential Information. You agree at all times, both during and after any termination or expiration of this Agreement, to hold the Confidential Information in the strictest confidence and not to use, publish or disclose such information to any person (except those employees who have a need to know such information) without prior written authorization from an officer of Franchisor. You shall be responsible to Franchisor for any disclosure or use of the Confidential Information contrary to the provisions of this Agreement by any of your employees or any other person to whom you have disclosed such information, whether or not Franchisor had consented to such disclosure. You agree not to reverse engineer any Confidential Information or computer programs provided to you. The obligations and protections provided in this Section 6.4 are in addition to, and not in lieu of, the common law duty of loyalty and applicable trade secret laws. However, you may disclose Confidential Information to the extent required by court order or request of a governmental agency, provided that you use reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment and provide Franchisor a reasonable opportunity to review the disclosure before it is made.

6.5. Patents. Franchisor may grant you a non-exclusive, limited and terminable license or sublicense to practice certain patented technology in connection with the Franchised Business. GET A GRIP Products sold by Franchisor and any its Affiliates include a non-exclusive, limited and terminable license to the patents necessary to comply with Franchisor's instructions and consistent with responsibilities under this Agreement. Upon termination or expiration of this Agreement, or upon written notification of Franchisor, any such license immediately terminates and the patents prevent any ongoing infringing activities.

6.6. Termination of Use and Return of Intellectual Property. Franchisor may at any time require you to modify or discontinue use of any of its Intellectual Property, and you agree to comply with any such requirement within a reasonable time after notice. Franchisor will have no liability or obligation whatsoever with respect to any such required modification or discontinuance.

6.7. Infringement.

6.7.1. Franchisor or Franchisor's Affiliate will, at its own expense, defend any suits that may be instituted by anyone against Franchisee for alleged infringement of any United States patent, trademark, or copyright relating to any products manufactured and furnished by Franchisor or Franchisor's Affiliate hereunder, if such alleged infringement consists of the use of such products, or parts thereof, in Franchisee's business consistent with the terms of this Agreement, and if Franchisee shall have made all payments then due hereunder and is not otherwise in default under this Agreement, provided, however, that Franchisee shall give Franchisor immediate notice in writing of any such suit, shall transmit to Franchisor



immediately upon receipt all processes and papers served upon Franchisee, shall permit Franchisor or its Affiliate through its counsel, either in the name of Franchisee or in the name of Franchisor or its Affiliate, to defend the same and shall give all needed information, assistance and authority to enable Franchisor or its Affiliate to do so. If such products in such suit are held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) Franchisor or its Affiliate will pay any final award of damages in such suit attributable to such infringement, and (b) if in such suit use of such products by Franchisee is permanently enjoined by reason of such infringement, Franchisor shall, at its own expense and at its sole option, either (i) procure for Franchisee the right to continue using the products, (ii) modify the products to render them non-infringing, (iii) replace the products with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by Franchisee for the products.

6.7.2. Notwithstanding the foregoing, Franchisor or its Affiliate shall not be responsible for any compromise or settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods or materials not furnished by Franchisor or Franchisor's Affiliate. Section 7.7 of this Agreement states the entire liability of Franchisor for infringement, and in no event shall Franchisor and any of Franchisor's Affiliates be liable for consequential damages attributable to an infringement.

6.7.3. As to any products furnished by Franchisor to Franchisee manufactured in accordance with drawings, designs or specifications proposed or furnished by Franchisee, or any claim of contributory infringement resulting from the use or resale by Franchisee of products sold hereunder, Franchisor shall not be liable, and Franchisee shall indemnify Franchisor and hold Franchisor harmless from and against any and all loss, liability, damage, claim or expense (including but not limited to Franchisor's reasonable attorneys' fees and other costs of defense) incurred by Franchisor as a result of any claim of patent, trademark, copyright or trade secret infringements, or infringements of any other proprietary rights of third parties.

## **7. STANDARDS OF OPERATION**

7.1. Franchised Business Opening. Subject to Section 7.2, below, you agree to open your Franchised Business within ninety (90) days of the Effective Date, unless we agree in writing to a longer period of time.

7.2. Open only upon Authorization. Your Franchised Business shall be opened for business only after receipt of authorization to do so by us.

7.3. Training. Prior to opening your Franchised Business, at least one of your key employees designated by us, usually the owner of the Franchisee or the Franchisee's manager, shall have completed our applicable training programs to our satisfaction. Such training shall be held at our headquarters or at another location designated by us. Replacement personnel shall

likewise complete such applicable training programs to our satisfaction promptly after they are hired by you. You shall pay our then-applicable training fee for the training of all replacement personnel and you shall be responsible for all personnel expenses relating to training of initial key personnel and other personnel, including replacement personnel, such as room, board, travel and salary expense.

7.4. EDGE. Your Franchised Business shall be given access to the EDGE, an exclusive website filled with technical tips, advertising examples, SDS (Safety Data Sheets), and more tools to help your business succeed. The EDGE also contains the Administrative, Marketing & Sales, and Technical Manuals. This website is password protected, and the password is updated quarterly.

7.5. Supervision. Your Franchised Business shall be under your full-time supervision, or that of your Franchised Business manager. Either party shall have completed our applicable training programs and shall be responsible for the business operations of your Franchised Business.

7.6. Operation of your Franchised Business. You agree to comply with all of our Franchised Business rules, regulations, policies and standards which are by their terms mandatory including, without limitation, those contained in the Operations Manuals. You shall operate and maintain your Franchised Business solely in the manner and pursuant to the standards prescribed herein, in the Operations Manuals or in other written materials provided by us to you from time to time and shall make such modifications in the operation of the Franchised Business as we may require to ensure that our required degree of quality, service and image is maintained and shall refrain from deviating therefrom and from otherwise operating in any manner which adversely reflects on our name and goodwill or on the Licensed Marks. Without limiting the generality of the foregoing, you specifically agree as follows:

7.6.1. To purchase, install and use, at your expense, all equipment and signage, all as may be required by us from time to time and to refrain from purchasing, installing or using on any such item not meeting our standards and specifications. Notwithstanding anything in this Section to the contrary, you shall replace all signs within one (1) week of receiving notice to do so from us.

7.6.2. To maintain in sufficient supply, and use at all times, only operating products, materials, supplies and expendables, as conform with our then-current standards and specifications and to refrain from using non-conforming items without our prior consent.

7.6.3. To sell and to offer for sale (a) all such services and products as we may from time to time require, and (b) only those services and products which we may from time to time approve, which are not subsequently disapproved as not meeting our then current quality standards and specifications or otherwise removed by us from our list of approved services and products.

7.6.4. To use such standardized accounting forms, reporting forms and other forms as may be developed from time to time by us and to file such forms with us in a timely manner as may be required by us.

7.6.5. To record all revenue and maintain all business information and records associated with your Franchised Business using the reporting systems and associated equipment specified by us in the Operations Manuals and to maintain, without alteration, all information and categories required by us to be programmed into the revenue reporting system unless we provide prior written approval or instructions to you to alter such categories. You hereby authorize us to access all information from such reporting systems and associated equipment whether by inspection on the Premises or via retrieval by modem or other method of retrieval, as we, in our sole discretion, deem necessary. Any electronic reporting systems and associated equipment shall be accessible to us 24 hours per day, during every day of the year, including Sundays and holidays, for electronic access. Paper records and other non-electronic data shall be accessible during normal business hours for personal access, and you agree not to inhibit our access to electronic reporting system, associated equipment, paper records and other non-electronic data.

7.6.6. To maintain a competent, conscientious and trained staff and take all necessary steps to ensure that your employees preserve good customer relations, render prompt and courteous services and are knowledgeable about the services and products. You are solely responsible for all employment decisions of your Franchised Business, including hiring, firing, training, promotion, wage and hour requirements, recordkeeping, supervision and discipline of employees.

7.7. Purchases.

7.7.1. The use of GET A GRIP Products and certain equipment designated by us is a specific requirement for use in performing resurfacing and related services as part of the Franchised Business. We will sell to you and you agree to purchase from us your entire requirements of GET A GRIP Products and certain designated equipment for use in performing resurfacing and related services as part of the Franchised Business. Prices for such items are subject to change.

7.7.2. You shall purchase all other equipment, inventory, signage, advertising materials, services and other supplies, products and materials required for the operation of your Franchised Business solely from suppliers approved by us or, when permitted by us, according to our specifications as may be published periodically in the Operations Manuals or other guidelines issued by us. Approved suppliers typically must (i) demonstrate, to our continuing reasonable satisfaction, the ability to meet our reasonable standards, specifications and requirements for such items regarding quality, variety and service, safety and health; (ii) possess adequate quality controls and capacity to supply your needs promptly and reliably; (iii) have a sound financial condition and business reputation; (iv) supply such items to a sufficient number of our franchisees to enable us to economically monitor compliance by the supplier with our standards, specifications and requirements; and

(v) have been approved for such items in writing by us and not thereafter disapproved. If an item must be purchased from an approved supplier and you desire to purchase the item from an unapproved supplier, you shall submit to us a written request for such approval in accordance with procedures prescribed from time to time by us, including payment of our then current supplier evaluation service fee. We reserve the right to designate the Franchisor as an approved supplier of the items described in this Section 7.6.2.

7.7.3. Franchisor and Franchisee acknowledge and agree that Franchisor and/or an Affiliate may profit from your purchase of items described in this Section 7.6 either by the Franchisor or its Affiliate (i) selling such items to you at a markup over Franchisor's or its Affiliate's cost of acquiring such items and/or (ii) receiving rebates, commissions, license fees or marketing allowances from suppliers that supply us and/or our franchisees, including you. Franchisor or its Affiliate may retain such funds for its own use.

7.8. Warranties. The only warranty we make on equipment, inventory, franchisee support and any other goods or services that we sell, supply or license to you are the express warranties, if any, that are included in the terms and conditions of sale related to such items, our policies as set forth in the Operations Manuals and in descriptions on shipping containers and labels. **EXCEPT FOR THE FOREGOING WARRANTIES, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO MATERIALS, EQUIPMENT, FRANCHISEE SUPPORT AND ANY OTHER GOODS OR SERVICES THAT WE OR OUR AFFILIATES SELL, SUPPLY OR LICENSE TO YOU. IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR ANY ACTUAL OR ANTICIPATED LOST PROFITS, LOSS OF ANTICIPATED BUSINESS, NOR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE MATERIALS, EQUIPMENT, FRANCHISEE SUPPORT OR ANY OTHER GOODS OR SERVICES THAT WE OR OUR AFFILIATES SELL, SUPPLY OR LICENSE TO YOU WHETHER BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. YOUR SOLE REMEDY FOR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, IS REPAIR, REPLACEMENT OR REFUND OF THE PRICE PAID PLUS SHIPPING. YOU AGREE THAT OUR PRICES ARE BASED ON THIS LIMITATION.**

7.9. Hours of Business. Unless otherwise specifically approved by us, your Franchised Business shall be open for the conduct of business at such times and for the minimum number of hours specified by us in the Operations Manuals, as may be amended from time to time; and you shall at all times staff your Franchised Business with such number of employees and operate your Franchised Business diligently so as to maximize the revenues and profits therefrom.

7.10. Printed Materials. You shall use only business stationery, business cards, marketing materials, advertising materials, printed materials or forms which have been approved

in advance by us. Any and all supplies or materials purchased, leased or licensed by you shall always meet those standards specified by us in the Operations Manuals or otherwise in writing.

7.11. Identification of Your Franchised Business. In all advertising displays and materials, you shall, in such form and manner as may be specified by us in the Operations Manuals, notify the public that you are operating the business licensed hereunder as an independent contractor franchisee and you shall identify your Franchised Business in the manner specified by us in the Operations Manuals.

7.12. Website Matters. You shall not maintain a Website, as defined below, or otherwise maintain a presence or advertise using any public computer network in connection with your Franchised Business other than on the Website hosted by us. “Website” means any part of the Internet used as a commercial computer network by the public, and any successor technology, whether now existing or developed after the date of this Agreement, that enables the public to purchase services or goods by means of electronic commerce.

7.13. Resale of Goods and Services. You may only sell the goods and services of the Franchised Business to retail customers for installation and use at a residence, commercial business or government facility. You may not sell the goods of the Franchised Business to our other franchisees or to others for their resale or use in producing products or services for resale.

7.14. Customer Complaints. You shall respond promptly to customer complaints and shall take such other steps as may be specified by us in the Operations Manuals or otherwise to ensure positive customer relations.

7.15. Third Party Actions. You shall notify us in writing within five (5) days of any written threat or the actual commencement of any action, suit or proceeding, or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of your Franchised Business.

7.16. Reports. Upon our request, you shall prepare and furnish us with reports on sales and purchases, including Gross Revenue, quarterly unaudited profit and loss statements, use and gross receipt taxes and complete copies of any state or federal income tax returns covering the operation of your Franchised Business and such other reports as we may reasonably request, all of which you shall certify as true and correct.

7.17. Inspection of Your Franchised Business and Related Premises. You hereby grant to us and our agents the right to conduct inspections of your Franchised Business, including the Premises, your books, records, computer hardware and software, and other business equipment and supplies, and you agree to render such assistance as may reasonably be requested and to take such steps as may be necessary immediately to correct any deficiencies detected during such an inspection upon our request or our agents’ request.

7.18. Possible Variation in Certain Standards. Because complete and detailed uniformity under many varying conditions may not be possible or practical, we specifically reserve the right and privilege, in our sole discretion and as we may deem in the best interests of

all concerned in any specific instance, to vary standards for any franchisee based upon the peculiarities of a particular site or circumstance, density of population, business potential, population of trade area, existing business practices or any other conditions which we deem to be of importance to the successful operation of such franchisee's business. You shall have no recourse against us on account of any variation from standard specifications and practices granted to any franchisee and shall not be entitled to require us to grant you a like or similar variation hereunder.

7.19. Installation, Update, and Replacement of Equipment and Software. Upon our request, you agree to install, update or replace any equipment or software related to the Franchised Business, including any modifications and/improvements to the System, in such manner as is specified by us from time to time. You further agree to be responsible for all costs and expenses related to any such installation, update or replacement.

7.20. Attendance at Bi-annual Meeting. As provided herein you and/or your representative shall attend all annual meetings of franchisees held by us to address subjects relevant to the Franchised Business, including product and service matters, customer relations, advertising programs, and administrative systems. If held, we may use the annual meeting to offer continuing or advanced-level training instruction. If an annual meeting is held, we will determine its length and place and the persons who must attend. We reserve the right to charge a registration fee, and you must pay all of your travel expenses (transportation, hotel, meals, etc.) and related salary expenses.

7.21. Covenants and Agreements to be Signed by Other Employees. Franchisor shall have the right to require Franchisee's employees that are involved in operating the Franchised Business, all personnel receiving special training from Franchisor and or having access to Confidential Information and any holder of a beneficial interest in Franchisee to execute covenants regarding non-competition and or confidentiality in a form prescribed or suggested by Franchisor.

## **8. OPERATIONS MANUALS**

8.1. Compliance with Operations Manuals. In order to protect the reputation and goodwill of the businesses operating under the System and to maintain standards of operation under the Licensed Marks, you shall conduct your Franchised Business in accordance with various written instructions, including technical bulletins and confidential manuals (hereinafter and previously referred to collectively as the "Operations Manuals"), including such amendments thereto, as we may publish from time to time, all of which you acknowledge belong solely to us and shall be on loan from us to you during the term of this Agreement. When any provision in this Agreement requires that you comply with any of our standards, specifications or requirements, unless otherwise indicated, such standards, specifications or requirements shall be such as are set forth in this Agreement or as may, from time to time, be set forth by us in the Operations Manuals.

8.2. Revisions. You understand and acknowledge that we may, from time to time, revise the contents of the Operations Manuals to implement new or different requirements for the operation of your Franchised Business, and you expressly agree to comply with all such changed

requirements which are by their terms mandatory, provided that such requirements shall also be applied in a reasonably nondiscriminatory manner to comparable businesses operated under the System by other GET A GRIP franchisees. The implementation of such requirements may require the expenditure of reasonable sums of money by you.

8.3. Master Copy Controls. You shall at all times ensure that your copy of the Operations Manuals is kept current and up to date. In the event of any dispute as to the contents thereof, the terms and dates of the master copy thereof maintained by us at our principal place of business shall be controlling.

## **9. MAINTENANCE AND MARKETING**

9.1. National Maintenance Fund. We or our designee shall exclusively maintain and administer a national advertising fund (the “National Maintenance Fund”) for the creation of advertising and promotion campaigns, annual marketing strategy and messaging, collateral public relations, brand building, and market research and development (“National Maintenance Fee”) and shall direct all such National Maintenance Fees with sole discretion over the concepts, materials and media used therein. All National Maintenance Fees paid by you pursuant to Article 5 hereof shall be part of such National Maintenance Fund. We shall have the sole right to enforce your obligations and those of all other GET A GRIP franchisees who are obligated to contribute to the National Maintenance Fund, and neither you nor any of our other franchisees who shall be obligated to contribute to the National Maintenance Fund shall be deemed a third-party beneficiary with respect to said National Maintenance Fund or have any right to enforce any obligation to contribute thereto. You understand and acknowledge that the National Maintenance Fund is intended to maximize general public recognition and acceptance of the Licensed Marks for the benefit of the GET A GRIP franchise system as a whole and that neither we nor our designee undertake any obligation in administering the National Maintenance Fund to ensure that any particular franchisee benefits directly or pro rata from the National Maintenance. You also understand and acknowledge that the National Maintenance Fund also may be used to cover our expenses associated with administering any customer loyalty programs developed by us. No part of the National Maintenance Fund shall be used by us to defray any of our general operating expenses other than those reasonably allocable to such National Maintenance, such as salaries and related expenses of our employees working on National Maintenance matters and other activities reasonably related to the administration or direction of the National Maintenance Fund and its related programs. You agree that the National Maintenance Fund may otherwise be used to meet any and all costs incident to such National Maintenance, including joint or collective advertising campaigns of our direct or indirect parent corporations or subsidiaries thereof or affiliated companies, if any, using part or all of the System. We may terminate, and resume, the National Maintenance Fund periodically during the term of this Agreement, however, any decision to terminate or resume the National Maintenance Fund will apply to all franchisees equally. We will not terminate the National Maintenance Fund before making arrangements to spend or rebate any balance in the National Maintenance Fund after payment of all expenses. If we resume the National Maintenance Fund, we will give you at least thirty (30) days written notice before National Maintenance Fees become due again, and will collect National Maintenance Fees from you at the rate in this Agreement that was in effect for you at the time we terminated the National Maintenance Fund.

9.2. Accounting for National Maintenance Fund. We shall administratively segregate all contributions to the National Maintenance Fund described in this Article 9 on our books and records. All such contributions to the National Maintenance Fund may be deposited in our general operating account and may be commingled with our general operating funds. Contributions to the National Maintenance Fund are neither held in a “trust” nor do we hold them as a fiduciary or in a similar special capacity or relationship. Annually, upon receipt of a written request from you, we will provide you with an unaudited report of the National Maintenance Fund for the preceding fiscal year in a form determined by us no later than 120 days after the close of that fiscal year. We may, in our sole discretion, elect to accumulate monies in the National Maintenance Fund for such periods of time as we deem necessary or appropriate, with no obligation to expend all monies received in any fiscal year during such fiscal year. In the event our expenditures for National Maintenance in any one fiscal year shall exceed the total amount contributed to the National Maintenance Fund during such fiscal year, we shall have the right to be reimbursed to the extent of such excess contributions from any amounts subsequently contributed to the National Maintenance Fund or to use such excess as a credit against its future contributions.

9.3. Advertising Content; Approval of Advertising. All local advertising by you shall be in such media and of such type and format as we may approve, shall be conducted in a dignified manner and shall conform to such standards and requirements as we may specify. You shall not use any advertising or promotional plans or materials unless and until you have received written approval from us, pursuant to the procedures and terms set forth in this Section 9.3. You shall submit samples of such plans and materials to us, for our prior approval, if such plans and materials have not been prepared or previously approved by us. If written approval is not received by you from us within ten (10) days of the date of receipt by us of such samples or materials, we shall be deemed to have disapproved such samples or materials.

## **10. COVENANTS NOT TO COMPETE**

10.1. During Term of Franchise Agreement. You acknowledge and agree that we shall disclose to you Confidential Information and trade secrets during the existence of this franchise, for the benefit of both parties. You acknowledge and agree that we would suffer irreparable damages if you held interests of any kind in competing businesses because our Confidential Information and trade secrets would be subject to disclosure to our competitors. Accordingly, you agree that during the term of this Agreement you shall not directly or indirectly, represent, market, make, sell or distribute any competitive products or services anywhere. “Competitive products or services” are defined as products and services that we and our franchisees offer, develop, or take substantial steps towards offering or developing during the term of this Agreement for resurfacing bathtubs, countertops and other surfaces. You agree that this term applies to all Owners, shareholders, partners, Affiliates, subsidiaries, officers, family members or entities controlled by you in any way. In addition, you agree to require that your employees, owners and officers personally execute a non-competition agreement in a form satisfactory to us. You acknowledge that your violation of this term will subject us to irreparable damages, and the right to injunctive relief, specific performance and/or damages from you, and that such violation constitutes ground for immediate termination for cause of this franchise.



10.2. After Termination of Franchise Agreement. You agree that neither you nor your Owners, shareholders, partners, affiliates, subsidiaries, officers, family members or entities controlled by you in any way shall for a period of twelve (12) months following termination, regardless of the reason, or expiration of this Agreement directly or indirectly, represent, market, make, sell or distribute any competitive products or services within your PMA or an area consisting of a 100-mile radius around your PMA. “Competitive products or services” are defined as products and services that we and our franchisees offer, develop, or take substantial steps towards offering or developing during the term of this Agreement for resurfacing bathtubs, countertops and other surfaces. In addition, you agree to require that your employees, owners and officers personally execute a non-competition agreement in a form satisfactory to us. You acknowledge that your violation of this term will subject us to irreparable damages, and the right to injunctive relief, specific performance and/or damages from you.

10.3. Franchisor’s Modifications of Certain Covenants. You understand and acknowledge that the Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 10.1 and 10.2 in this Agreement, or any portion thereof, without your consent, effective immediately upon receipt by you of written notice thereof, and you agree that you shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 17.3 hereof.

10.4. Judicial Modification of Certain Covenants. In the event any court of competent jurisdiction determines that any limitation defined by this Article 10 regarding competition is unreasonable, the Franchisee and the Franchisor agree that such a court of competent jurisdiction may determine, in its discretion, an appropriate limitation to accomplish the intent and purpose of this Article 10, and the parties, and each of them, agree to be bound by such a determination by such a court.

## **11. TRANSFER AND ASSIGNMENT**

11.1. Transfer by Franchisor. We shall have the right to transfer all or any part of our rights or obligations herein to any person or legal entity, including to any of our competitors which agree to assume our obligations hereunder.

11.2. Transfer by You. You understand and acknowledge that the rights and duties created by this Agreement are personal to you, or if you are a business entity, your Owners, and that we have granted you this Agreement in reliance on many factors, including, without limitation, the individual or collective character, skill, aptitude and business and financial capacity of you and, if you are a business entity, your Owners. Accordingly, neither you nor any person owning any direct or indirect equity, legal, beneficial or voting interest therein, shall, without our prior written consent, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any such interest in this Agreement or any portion or aspect thereof, or any equity, legal, beneficial or voting interest in you (any such act or event is referred to as a “Transfer”). Any such purported Transfer occurring by operation of law or otherwise, including any assignment by a trustee in bankruptcy, without our prior written consent shall be a material default of this Agreement and void.

11.3. Conditions to Our Consent to Transfer. You understand and acknowledge the vital importance of your performance and that of your Owners, if such is the case, to our market position and overall image. You also recognize the many subjective factors that comprise the process by which we select a suitable franchisee. Our consent to the Transfer of any interest in this Agreement or the business operated hereunder or any equity, legal, beneficial or voting interest in Franchisee shall remain a subjective determination and shall include, but not be limited to, the following conditions:

11.3.1. The transferee shall demonstrate to our sole satisfaction that it meets all of our requirements for becoming a franchisee, including, without limitation, that it meets our financial, managerial and business standards then in effect for similarly situated franchisees, possesses a good moral character, business reputation and satisfactory credit rating, will comply with all of our instruction and training requirements and has the aptitude and ability to operate the Franchised Business (as may be evidenced by prior related business experience or otherwise).

11.3.2. As of the effective date of the proposed Transfer, all of your obligations hereunder and under any other agreements between Franchisee and Franchisor are fully satisfied.

11.3.3. As of the effective date of the proposed Transfer, all obligations of the proposed transferee to us (if any) must be fully satisfied.

11.3.4. You or the transferee shall pay to us a nonrefundable transfer fee equal to the greater of Four Thousand and Five Hundred Dollars (\$4,500) or ten percent (10%) of the amount that would be the initial franchise fee for the PMA's population at the time of transfer according to our then current form of franchise agreement and corresponding application form. The transfer fee is due and payable with your consent for approval of the transfer. The transfer fee shall be Four Thousand and Five Hundred Dollars (\$4,500) if we are no longer offering new franchises at the time of the proposed transfer.

11.3.5. You shall have executed a general release under seal where required, in a form satisfactory to us, of any and all claims against us, our parent, subsidiaries, Affiliates and their officers, directors, attorneys, Owners and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances arising out of, or connected with, the performance of this Agreement.

11.3.6. The proposed transferee must execute a new, then-current form of franchise agreement, which may contain terms and conditions substantially different from those in this Agreement, for an initial term equal to the time remaining on the Initial Term of this Agreement as of the date of such Transfer.

11.3.7. The transferee and/or its designated managerial personnel shall have completed, to our satisfaction, the training then required of comparable GET A GRIP franchisees.

11.3.8. The transferee shall obtain all licenses and/or registrations necessary to operate the Franchised Business.

11.3.9. We may, in our sole discretion and depending on all of the applicable circumstances, waive any of the above conditions and qualifications, especially for transfers among original Owners, transfers to trusts created for the benefit of a spouse or children and transfers to family members.

11.4. Transfer in the Event of Death or Mental Incompetence. Upon the death or mental incompetence (as reasonably determined by an independent third party such as a licensed doctor) of any person with any direct or indirect interest in you, the executor, administrator, or personal representative of such person shall transfer his interest to a third party approved by us within six (6) months after the death or incompetence. Such transfers shall be subject to the same conditions as any inter vivos Transfer. If the heirs or beneficiaries of any such person are unable to meet the conditions in Section 11.3 hereof, we may terminate this Agreement.

11.5. Franchisor's Right of First Refusal. If you or any person or entity holding any direct or indirect interest in you or this Agreement desires to Transfer, either an interest in this Agreement or in you or in your assets, you shall first notify us in writing of such intention and offer to Transfer such interest to us upon the terms and conditions set forth in such notice, net of any applicable real estate and/or business brokerage commissions, or the cash equivalent thereof, at our option. If Franchisor and Franchisee cannot agree within 30 days of such notice on the terms and conditions of such Transfer, or if we notify you that we do not want to acquire such interest, you may Transfer such interest to a bona fide third party, provided that (i) such Transfer is made within 120 days after the expiration of any offer to us, (ii) such Transfer is made at a net price and on terms no more favorable than those offered in writing to us, and (iii) all applicable requirements of Article 11 hereof are met. Our failure to exercise the option afforded by this Section 11.5 shall not constitute a waiver of any other provision of this Agreement, including all requirements of this Article 11, with respect to a proposed Transfer.

11.6. Consent to Transfer not a Waiver. Our consent to a Transfer of any interest in you shall not constitute a waiver of any claims we may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms of this Agreement by the transferee.

## **12. DEFAULT AND TERMINATION**

12.1. Our Right to Terminate. You shall be deemed in default and, except as may otherwise be provided by applicable law, we may at our option, and without waiving our rights hereunder or any other rights available at law or in equity, including our rights to damages, terminate this Agreement and all of your rights hereunder effective immediately upon the date we give written notice of termination, upon such other date as may be set forth in such notice of termination, or in those instances enumerated below, automatically upon the occurrence of, or the lapse of, the specified period following an event of default. The occurrence of any one or more of the following events shall constitute an event of default and grounds for termination of this Agreement by us:

12.1.1. Automatically, without notice or action required by us, if you become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you, or such a petition is filed against and consented to by you, or if a bill in equity or other proceeding(s) for the appointment of a receiver of you or other custodian(s) for your business or assets is filed and consented to by you, or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part thereof, is appointed, or if a final judgment in excess of \$10,000 remains unsatisfied or of record for 60 days or longer (unless a bond is filed or other steps are taken to effectively stay entitlement of such judgment in the relevant jurisdiction).

12.1.2. If you make, or have made, any materially false statement or report to us in connection with this Agreement or the corresponding application or any report to be filed under this Agreement.

12.1.3. If there is any violation of any transfer and assignment provision contained in Article 11 of this Agreement.

12.1.4. If you receive from us two (2) or more notices to cure the same or similar defaults or violations of this Agreement during any twelve (12) month period.

12.1.5. If you fail, for a period of fifteen (15) days after notification of non-compliance by appropriate authority to comply with any law or regulation applicable to the operation of your Franchised Business, except if such authority requires compliance within a longer cure period and you have commenced to remedy the non-compliance within fifteen (15) days after receipt of such notification and continue thereafter to diligently and expeditiously cure the non-compliance.

12.1.6. If you violate any covenant of confidentiality or non-disclosure contained in Section 6.4 or Article 10 of this Agreement or otherwise disclose, use, permit the use of, copy, duplicate, record, transmit or otherwise reproduce any manuals, materials, goods or information created or used by us and designated for confidential use within the GET A GRIP franchise program without our prior approval.

12.1.7. If you or any person owning an interest in your Franchised Business is convicted of a felony, a crime of moral turpitude or any other crime or offense relating to the operation of your Franchised Business.

12.1.8. If you fail to perform or breach any covenant, obligation, term, condition, warranty or certification herein or fail to operate your Franchised Business as specified by us in the Operations Manuals and fail to cure such non-

compliance or deficiency within thirty (30) days, or such other period of time as specified by applicable law, after our written notice thereof.

12.1.9. If you fail to pay any financial obligation pursuant to this Agreement or any other agreement with us within ten (10) days, or such other time period as specified by applicable law, of the date on which we give notice of such delinquency or immediately upon written notice if such payment has not been made within thirty (30) days after the date on which it is required to be paid.

12.1.10. If you fail to open your Franchised Business within ninety (90) days of the Effective Date, unless otherwise agreed in writing by us.

12.1.11. If you abandon or cease to operate all or any part of your Franchised Business under this Agreement for thirty (30) business days or longer (except as otherwise provided herein).

12.1.12. If you fail to meet your Yearly Purchase Requirement as provided in Section 2.6 of this Agreement.

12.1.13. If you or any guarantor(s) hereof default on any other agreement with us, or any affiliate or parent corporation of Franchisor in respect of any obligation related directly or indirectly to your Franchised Business, and such default is not cured in accordance with the terms of such other agreement.

12.2. Termination by You for Default. You may not terminate this Agreement prior to the expiration of the Initial Term or any renewal thereof except on the basis of our material breach of this Agreement and then only if you are not in default under this Agreement. In the event that you shall claim that we have failed to meet any material obligation under this Agreement, you shall provide us with written notice of such claim within one (1) year of its occurrence, specifically enumerating all alleged deficiencies and providing us with an opportunity to cure, which shall in no event be less than ninety (90) days from the date of our receipt of such notice from you.

12.3. Termination by Mutual Agreement of the Parties. The parties may mutually agree to terminate this Agreement.

### **13. POST TERM OBLIGATIONS**

13.1. Obligations upon Termination or Expiration. Upon the termination or expiration of this Agreement for any reason, you shall immediately:

13.1.1. Cease to be our franchisee under this Agreement and cease to operate the Franchised Business. You shall not thereafter hold yourself out as our present or former franchisee;

13.1.2. Pay all sums owing to us. Upon termination for any default by you, such sums shall include actual damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by us as a result of your

default;

13.1.3. Return to us all Confidential Information, all trade secrets, and other property owned by us. You shall retain no copy or record of any of the foregoing, provided, however, that you may retain your copy of this Agreement, any correspondence between the parties and any other document which you reasonably need for compliance with any applicable provision of law. Business cards, brochures, marketing materials and other promotional materials also shall be returned to us or, in the alternative, you may certify to us that such items have been destroyed;

13.1.4. Take such action as may be required by us to transfer and assign to us or our designee or to disconnect and forward all telephone numbers, white and yellow page telephone references and advertisements, and all trade and similar name registrations and business licenses, and to cancel any interest which you may have in the same;

13.1.5. Upon our request, provide us with a complete list of your employees, customers, and customer contacts and their respective addresses and any outstanding obligations you may have to any third parties;

13.1.6. Cease to use in any manner whatsoever, including in your business operations and advertising, any methods, procedures, technology or other component of the Franchised Business in which we have any right, title or interest. You agree that we or our designated agent may enter upon the Premises at any time to make such changes and take possession of such items at your sole risk and expense and without liability for trespass or compensation to you; and

13.1.7. Cease to use the Licensed Marks and any other marks and indicia of operation associated with the Franchised Business. Without limiting the generality of the foregoing, you agree that in the event of any termination or expiration of this Agreement, you will remove all signage bearing the Licensed Marks from the Premises and any vehicles used in the Franchised Business, and, upon our request, deliver the fascia for such signs to us. You agree that we or a designated agent may enter upon the Premises at any time to make such changes at your sole risk and expense and without liability for trespass or compensation to you.

13.1.8. Cease to use the EDGE in any capacity, including but not limited to the usage of the Administrative, Marketing & Sales, and Technical Manuals, SDS (Safety Data Sheets), and/or any Marketing Support.

13.2. Our Right to Purchase Personal Property. Within thirty (30) days after the termination or expiration of this Agreement, but not upon an approved transfer, we shall have an option, but not an obligation, to buy, and you hereby agree to sell us, all of your right, title, and interest in any and all equipment, inventory, supplies and other personal property used in connection with the operation of your Franchised Business. However, as to the Ottesey® System, you agree to sell and we agree to buy the Ottesey® System. The purchase price for any additional equipment (separate from the Ottesey® System), inventory, supplies and other personal property in like new, resalable condition shall be the purchase price for such item being



repurchased as published by us at the date of your original purchase of the equipment, inventory, supplies or other personal property that we are repurchasing, plus shipping, from us to our Affiliate. Exhibit 4.1.3 to this Agreement shall establish the purchase price of equipment, inventory, supplies and other personal property provided to you in connection with your payment of the Initial Franchise Fee. We shall be entitled to an offset from the purchase price for (i) any money owed by you to us and (ii) any payments necessary to acquire clear title to the property being repurchased.

#### 14. INSURANCE

14.1. Lines of Insurance. You shall, at your expense and no later than upon commencement of the business contemplated by this Agreement, procure and maintain in full force and effect throughout the term of this Agreement the following lines of insurance which shall be in at least the following minimum amounts and shall designate us, including our Affiliates, Owners, officers, directors and employee, as an additional insured:

<u>TYPE OF INSURANCE</u>	<u>CURRENT MINIMUM AMOUNT</u>
Worker’s Compensation	Statutory
Comprehensive General Liability (including Broad Form Contractual Broad Form Property Damage and Personal Injury)	Not less than \$1,000,000 combined single limit
Comprehensive Auto Liability (including Owner, Non-owned and Hired Car Coverage)	No less than \$1,000,000 combined single limit
Excess/Umbrella Coverage	Not less than \$2,000,000

14.2. Modification to Insurance Lines. Notwithstanding anything in this Agreement to the contrary, we reserve the right to add types of coverages and/or change the minimum coverages upon written notice to you and you agree to conform with such changes within thirty (30) days of being advised of the same.

14.3. Insurance Certificates. You shall make timely delivery of certificates and policies of all required insurance to us prior to the opening of the Franchised Business, each of

which shall contain a statement by the insurer that the policy will not be cancelled or materially altered without at least thirty (30) days prior written notice to us.

14.4. No Relief from Indemnity Requirement. The procurement and maintenance of insurance shall not relieve you of any liability to us under any indemnity requirement of this Agreement.

## 15. TAXES, PERMITS AND INDEBTEDNESS

15.1. Taxes. You shall promptly pay when due any and all federal, state and local taxes including, without limitation, unemployment and sales taxes, levied or assessed with respect to any services or products furnished, used or licensed pursuant to this Agreement and all accounts or other indebtedness of every kind incurred by you in the operation of your Franchised Business.

15.2. Permits. You shall comply with all federal, state and local laws, rules and regulations and timely obtain any and all permits, certificates and licenses for the full and proper conduct of your Franchised Business.

15.3. Full and Sole Responsibility for Debts and Obligations. You hereby expressly covenant and agree to accept full and sole responsibility for any and all debts and obligations incurred in the operation of your Franchised Business.

## 16. INDEMNIFICATION AND INDEPENDENT CONTRACTOR

16.1. Indemnification. You agree to indemnify, defend and hold us and our Affiliates, shareholders, directors, officers, employees, agents, representatives, successors and assignees (the “Indemnified Parties”) harmless against, and to reimburse the Indemnified Parties for, all claims, obligations, taxes and damages described in this Article 16.1 and any and all other claims and liabilities directly or indirectly arising out of the operation of the Franchised Business or your breach of this Agreement. For purposes of this indemnification, “claims” shall mean all obligations, actual, consequential, punitive and exemplary damages and costs reasonably incurred in defending any claim against the Indemnified Parties, including, without limitation, reasonable attorneys’ fees, court costs, costs of investigation and proof of facts, travel and living expenses and any other costs and expenses incurred during, in preparation for or in contemplation of litigation or alternate dispute resolution, regardless of whether litigation or alternate dispute resolution is commenced. We and the other Indemnified Parties shall have the right to defend any claim against them at your expense. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. If a court of competent jurisdiction determines that the provisions of Section 56-7-1 NMSA 1978, as amended are applicable to this Agreement or any claim arising under this Agreement, then any agreement to indemnify shall not extend to liability, claims, damages, losses or expenses, including attorney’s fees, arising out of in whole or in part, the negligence, act or omission of indemnitee, or its officers, employees or agents.

16.2. Cost of Enforcement or Defense. If we are required to hire an attorney or spend any money to enforce this Agreement or to defend against any claim because you have not

performed any of your obligations under this Agreement, we will be entitled to recover reasonable attorneys' fees and other expenses in enforcing the obligation or in defending against the claim.

16.3. Independent Contractor Status; No Fiduciary Relationship. It is understood and agreed that you are an independent contractor and are in no way authorized to make any warranty or representation on behalf of us, nor are you authorized to create any obligation or enter into any contract binding on us. In all dealings with third parties including, without limitation, franchisees, employees, suppliers and customers, you shall disclose in an appropriate manner acceptable to us that you are an independent entity licensed by us. Nothing in this Agreement is intended by the parties hereto to create a fiduciary relationship between them nor to constitute you as our subsidiary, joint venturer, partner, agent, representative, or employee for any purpose whatsoever.

## **17. WRITTEN APPROVALS, WAIVERS, AND AMENDMENT**

17.1. Approval Process. Whenever this Agreement requires our prior approval, you shall make a timely written request. Unless a different time period is specified in this Agreement, we shall respond with our approval or disapproval within thirty (30) calendar days. In addition, our approval shall not be unreasonably withheld. If we do not respond within thirty (30) calendar days our approval shall be considered denied.

17.2. No Waiver. No failure by us to exercise any power reserved to us by this Agreement and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of our right to demand exact compliance with any of the terms herein. A waiver or approval by us of any particular default by you shall not be considered a waiver or approval by us of any preceding or subsequent breach by you of any term, covenant or condition of this Agreement.

17.3. Amendments. No amendment, change or variance from this Agreement shall be binding upon us or you except by mutual written agreement. If an amendment of this Agreement is executed at your request, any legal fees or preparation cost in connection therewith shall be paid by you.

17.4. Non-uniform Agreements. No warranty or representation is made by us that all other agreements with GET A GRIP franchisees heretofore or hereafter issued by us do or will contain terms substantially similar to those contained in this Agreement. Further, you recognize and agree that we may, in our reasonable business judgment, due to local business conditions or otherwise, waive or modify comparable provisions of other franchise agreements heretofore or hereafter granted to other GET A GRIP franchisees in a non-uniform manner, subject, however, to any provisions of this Agreement which require us to act toward our franchisees and franchise owners on a reasonably nondiscriminatory basis.

**18. NOTICES.** Any notice required to be given hereunder shall be in writing and shall be mailed by registered or certified mail (return receipt request, postage prepaid), hand-delivered by a recognized courier service, personally delivered, or sent by electronic mail and acknowledged by appropriate means. Notices to Franchisee shall be addressed

to you at the address listed on the first page of this Agreement or if no such address is listed, then the address appearing in your application for this franchise or the address to which inventory and supplies are being shipped. Notices to Franchisor shall be addressed to it at the address listed on the first page of this Agreement, Attention: Sharon Dillard or her designee. Either party may modify or change its address for delivery of notice by notifying the other party in writing in a timely manner of such modification or change. Any notice complying with the provisions hereof shall be deemed delivered seven days after the date of mailing or on the actual date of delivery to the designated address in the delivery instructions, as the case may be, whichever is earlier.

19. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the internal laws of the state of New Mexico (without reference to choice of law and conflict of law rules). You agree that any action involving this Agreement, including any transaction related thereto, must be brought in a state or federal court located in Bernalillo County, New Mexico. You irrevocably submit to the jurisdiction of these courts and waive any objection you may have to either the exclusive jurisdiction or venue of these courts.

## 20. SEVERABILITY AND CONSTRUCTION

20.1. Severability. Should any provision of this Agreement be for any reason held invalid, illegal or unenforceable, such provision shall be deemed restricted in application to the extent required to render it valid, and the remainder of this Agreement shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of such provision. In the event such total or partial invalidity or unenforceability of any provision of this Agreement exists only with respect to the laws of a particular jurisdiction, this Article 20 shall operate upon such provision only to the extent that the laws of such jurisdiction are applicable to such provision. Each party agrees to execute and deliver to the other any further documents which may be reasonably required to effectuate fully the provisions hereof. You understand and acknowledge that we shall have the right, in our sole discretion, to reduce the scope of any covenant of this Agreement binding upon you, or any portion hereof, without your consent, effective immediately upon receipt by you of written notice thereof, and you agree that you will comply forthwith with any covenant as so modified, which shall be fully enforceable.

20.2. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

20.3. Headings and Captions. The headings and captions contained herein are for the purposes of convenience and reference only and are not to be construed as a part of this Agreement. All terms and words used herein shall be construed to include the number and gender as the context of this Agreement may require. The parties agree that each section of this Agreement shall be construed independently of any other section or provision of this Agreement.

21. **ENTIRE AGREEMENT.** This agreement and the exhibits attached hereto and made a part hereof contain the entire agreement of the parties. No other agreement,

written or oral, shall be deemed to exist, and all prior agreements and understandings are superseded hereby. No officer, employee or agent of Franchisor has any authority to make any representation or promise not contained in this agreement, and Franchisee agrees that it has executed this agreement without reliance upon any such representation or promise. This agreement shall not be binding upon Franchisor until executed by an authorized officer thereof.

- 22. **ACTIONS BARRED.** Except for our claims for sums due, claims involving the Licensed Marks, trade secrets, Confidential Information and other Intellectual Property belonging to us or any Affiliate or claims involving the post-termination obligations stated in Article 13 of this Agreement, all claims and actions involving this Agreement (including the offer and sale of the franchise covered by this Agreement), the relationship between us or your operation of your Franchised Business, brought by any party to this Agreement against the other, must be begun within 1 year from the occurrence of the acts or omissions giving rise to the claim or action, or the claim or action is barred.
- 23. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL. THE PARTIES WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO OR CLAIM FOR PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN A DISPUTE BETWEEN THEM EACH IS LIMITED TO THE RECOVERY OF ACTUAL DAMAGES, IF ANY, THAT IT SUSTAINED. THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ALL ACTIONS, PROCEEDINGS OR COUNTERCLAIMS, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.**
- 24. **ACKNOWLEDGMENTS.** Franchisee acknowledges the truthfulness and accuracy of the acknowledgments signed by the Franchisee and attached hereto as Exhibit 24.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first written above.

**GET A GRIP FRANCHISING, LLC  
(Franchisor)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of 1<sup>st</sup> Individual

\_\_\_\_\_  
Print Name of 1<sup>st</sup> Individual

\_\_\_\_\_  
Title

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**(Franchisee)**

---

Witness

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Signature of 1<sup>st</sup> Individual

---

Print Name of 1<sup>st</sup> Individual

---

Title

---

Witness

---

Signature of 2<sup>nd</sup> Individual

---

Print Name of 2<sup>nd</sup> Individual

---

Title

## **EXHIBIT 1.7**

### **LICENSED MARKS**

Pursuant to Section 6.3 of this Agreement, you are granted a non-exclusive, limited and terminable license to use the marks listed below in connection with your operation of the Franchised Business, but only if such use is in strict conformity with the Agreement. Notwithstanding anything in the Agreement to the contrary, we reserve the right to amend this list at any time in our sole and absolute discretion to add or delete a mark, or to modify a mark. You agree, at your expense, to abide by our instructions with respect to any such addition, deletion or modification.

DIAMOND COTE™

GETAGRIP® (U.S. Reg. No. 2,784,237)

GET-A-GRIP

GET A GRIP

GET-A-METALLIC® (U.S. Reg. No. 4,402,646)

GRIP-COTE™

GRIP-GUARD™

GRIP-GEAR™

GRIP-TEX™

BIO-INLAY® (U.S. Reg. No. 3,449,045)

BIO-ADHESIVE™

EUROCLEAR™

EUROSTONE® (U.S. Reg. No. 3,367,740)

OTTESEY® (U.S. Reg. No. 3,558,309)

POLY-FIL™

POR-ETCH™ and variations

**EXHIBIT 1.10**

**PREMISES**

**PREMISES**. The only Premises from which the Franchised Business is to be operated pursuant to Section 2.2 of the Agreement is: \_\_\_\_\_  
\_\_\_\_\_.



**EXHIBIT 1.11**

**PRIMARY MARKETING AREA**

**PRIMARY MARKETING AREA OR PMA.** The Primary Marketing Area granted to you in Section 2.1 of the Agreement shall consist of the following area: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

## EXHIBIT 2.4.4

### AREAS IN WHICH FRANCHISEE MAY NOT SOLICIT ANY JOBS OR CONTRACTS OR PROVIDE ANY SERVICES TO ANY CUSTOMERS

Pursuant to Section 2.4.4 of the Agreement and notwithstanding anything in the Agreement to the contrary, you may not without our prior written consent solicit any jobs or contracts or provide any services to any customers located in the following counties, which are owned and operated in by Dealership locations:

STATE	COUNTIES
Alabama	Limestone, Madison
Arkansas	Columbia, Lafayette, Little River, Hempstead, Miller, Nevada
Arizona	Maricopa
North Carolina	Alexander, Cabarrus, Catawba, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, Union,
South Carolina	Lancaster, York
Tennessee	Cheatham, Davidson, Dickson, Montgomery, Robertson, Rutherford, Sumner, Williamson, Wilson
Texas	Bowie, Cass
Utah	Salt Lake
Wisconsin	Columbia, Dane, Iowa, Sauk

**EXHIBIT 2.6.1**

**YEARLY PRODUCT PURCHASE REQUIREMENTS**

Beginning as of the Effective Date, and during each full calendar year thereafter during the Initial Term (with the first year being prorated from the Effective Date through December 31), you must purchase from us or our designee no less than the Yearly Product Purchase Requirements set forth below. The Yearly Product Purchase Requirements include both core products and sundries items.

<b>Then Current Population in Your Primary Marketing Area<sup>1</sup></b>	<b>Yearly Product Purchase Requirement</b>
Less than 250,000	Years 1-2: \$0.00 — \$5,000.00 Years 3-4: \$5,000.00 — \$15,000.00 Years 5+: \$15,000.00+
250,000 to 499,999	Years 1-2: \$0.00 — \$10,000.00 Years 3-4: \$10,000.00 — \$30,000.00 Years 5+: \$30,000.00+
500,000 to 749,999	Years 1-2: \$0.00 — \$20,000.00 Years 3-4: \$20,000.00 — \$40,000.00 Years 5+: \$40,000.00+
750,000 to 999,999	Years 1-2: \$0.00 — \$30,000.00 Years 3-4: \$30,000.00 — \$65,000.00 Years 5+: \$65,000.00+ year 5+
1,000,000 to 1,249,999	Years 1-2: \$0.00 — \$50,000.00 Years 3-4: \$50,000.00 — \$100,000.00 Years 5+: \$100,000.00+
More than 1,250,000	Years 1-2: \$0.00 — \$50,000.00 Years 3-4: \$50,000.00 — \$150,000.00 Years 5+: \$150,000.00+

<sup>1</sup> For purposes of the Yearly Product Purchase Requirements, the population used for determining the Yearly Product Purchase Requirement will be the total population of your Primary Market Area as of the Effective Date of the Agreement according to the most recent Annual Estimates of the Population for Counties published by the Population Division, U.S. Census Bureau on the U.S. Census Bureau’s website at [www.census.gov](http://www.census.gov) or the successor to that website.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

## EXHIBIT 2.9

### PERSONAL GUARANTY, COVENANTS AND ASSUMPTION OF OBLIGATIONS

In consideration of GET A GRIP Franchising, LLC (“Franchisor”) entering into the Franchise Agreement dated \_\_\_\_\_, (the “Franchise Agreement”) with \_\_\_\_\_ (“Franchisee”) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the undersigned (herein collectively and separately called the “Guarantors” and a “Guarantor”), the Guarantors hereby jointly and severally guarantee the full and punctual payment by the Franchisee of all sums and charges payable by the Franchisee to or for the benefit of Franchisor under the Franchise Agreement or any other agreement with Franchisor (“Other Agreements”) and the complete and timely performance by the Franchisee of all of the terms and conditions on its part contained in any one or more of the Franchise Agreement, and further acknowledge and agree:

1. To comply with and be bound by all provisions of the Franchise Agreement to the same extent as if they were named as the Franchisee in the Franchise Agreement.
2. Not to engage in any activities prohibited by the Franchise Agreement, whether in their own behalf or in any capacity on behalf of any entity.
3. That Franchisor is relying upon the covenants of the Guarantors herein in entering into the Franchise Agreement with the Franchisee.
4. Guarantors agree not to do any act which would terminate or adversely affect existence, condition or creditworthiness of any Guarantor as it existed at the time of the execution of the Franchise Agreement and this Guaranty and agree to perform Guarantor’s obligations hereunder promptly and in good faith.
5. That each and every Guarantor (a) waives the benefit of any statute of limitations affecting such Guarantor’s liability under this Guaranty, (b) irrevocably appoints the Franchisee as its agent for service of process for any matter related to this Guaranty, and (c) waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Franchisor against Guarantor in respect of this Guaranty.
6. That if the Franchisee shall default under the Franchise Agreement or Other Agreements, Guarantor will, on demand, pay to Franchisor any payment that may be due Franchisor by reason of such default, together with all damages that may arise in consequence thereof and all actual attorneys’ fees that may be incurred by Franchisor in enforcing the Franchisee’s covenants and agreements set forth in the Franchise Agreement and Other Agreements or in enforcing the covenants and agreements of Guarantor herein, all without requiring notice from Franchisor of any default by the Franchisee, which notice is hereby waived by each and every Guarantor. Franchisor shall be entitled to interest at the rate per annum equal to the prime rate of interest as published from time to time in the

Money Rates column of The Wall Street Journal, plus two percent (2%), compounded daily on any sums owed it by the Franchisee or any Guarantor, from and after their due date.

7. That, at Franchisor's option, Guarantors (or any one or more of them) may be joined in any action or proceeding commenced by Franchisor against the Franchisee (or any other Guarantor) in connection with or based upon the Franchise Agreement or Other Agreements (or this Guaranty) or any provision thereof, and that recovery may be had in any action or proceeding against Guarantors (or any one or more of them) without any requirement that Franchisor, its successors or assigns, first assert, prosecute or exhaust any remedy or claim against the Franchisee, its successors and assigns (or any other Guarantor), and each and every Guarantor waives any right to require that resort be had to any security or to any other credit in favor of Franchisor.
8. That in lieu of any right to indemnification that a Guarantor might have against the Franchisee, which right is hereby waived, such Guarantor shall be subrogated to the rights of Franchisor to the extent that such Guarantor fully satisfies and discharges the Franchisee's obligations under the Franchise Agreement or Other Agreement, and that this right of subrogation shall be the sole remedy of such Guarantor against the Franchisee.
9. That, in the event of any bankruptcy, reorganization, dissolution, winding-up or similar proceedings with respect to the Franchisee or any Guarantor, no limitation on the Franchisee's or such Guarantor's liability under the Franchise Agreement, any Other Agreement or this Guaranty which may now or hereafter be imposed by any federal, state or other statute, law, regulation or judicial or administrative determination applicable to such proceedings shall in any way limit, impair, modify or release the Guarantors' (or in the case of such proceedings with respect to a Guarantor, the other Guarantors') obligations hereunder, which obligations are co-extensive with the Franchisee's liability as set forth in the Franchise Agreement, Other Agreements or their Guaranty without regard to any such limitation.
10. That this Guaranty shall remain in full force and effect as to any renewal, extension, modification or amendment of any and/or all of the Franchise Agreement, and as to any assignment of the Franchisee's interest or right under any and/or all of the Franchise Agreement.
11. That until all of the Franchisee's obligations under the Franchise Agreement and all other Agreements are fully performed, each and every Guarantor hereby waives any rights that such Guarantor may have against the Franchisee by reason of any one or more payments or acts in compliance with the Guarantor's obligations under this Guaranty and also hereby subordinates any liability or indebtedness of the Franchisee held by such Guarantor to the obligations of the Franchisee to Franchisor under the Franchise Agreement.
12. That if Franchisor is required to enforce this Guaranty in any judicial or arbitration proceeding or appeal thereof, the Guarantors shall reimburse Franchisor for its costs and

expenses, including but not limited to, reasonable accountants', attorneys', attorney assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

13. That the validity of this Guaranty and the obligations of Guarantors hereunder shall not in any way be terminated, affected, or impaired by reason of any action which Franchisor might take or be forced to take against the Franchisee or any particular Guarantor(s), or by reasons of any waiver of or failure to enforce any of the rights or remedies reserved to Franchisor in the Franchise Agreement or Other Agreements, or otherwise, or by reason of any extension of time or other forbearance granted the Franchisee by Franchisor.
14. That upon the death of an individual Guarantor, the estate or successors in interest of such Guarantor will be bound by this Guaranty but only for defaults and obligations hereunder existing at the time of death, and the obligations of the other Guarantors will continue in full force and effect.
15. That each and every Guarantor hereby waives notice of any and all notices or demands which may be given by Franchisor to the Franchisee, whether or not required to be given under the Franchise Agreement or any Other Agreement and hereby waives any notice of acceptance of this Guaranty by Franchisor.
16. This Guaranty (a) may be executed in several counterparts, each of which shall be considered an original but all of which shall constitute one and the same instrument, and (b) shall be binding upon and inure to the benefit of the Guarantors and Franchisor and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
17. Each and every Guarantor warrants and represents that such Guarantor has an ownership interest in Franchisee and has personal knowledge and is familiar with the Franchisee's business affairs, books and records and has the ability to determine the Franchisee's decision-making process; and that, to the best of such Guarantor's knowledge, the Franchisee will perform in accordance with the terms and conditions of the Franchise Agreement; and that all of the Franchisee's owners have executed this Guaranty as Guarantor.
18. Each and every Guarantor represents and warrants that this Guaranty constitutes such Guarantor's valid and legally binding agreement and is enforceable in accordance with its terms; and that such Guarantor is in sound financial condition and will perform in accordance with the terms, covenants and conditions of this Guaranty.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature on the same day and year as the Agreement was executed.

**WITNESS**

**GUARANTORS**

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Signature of 1<sup>st</sup> Individual

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Print Name of 1<sup>st</sup> Individual

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Signature of 2<sup>nd</sup> Individual

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Print Name of 2<sup>nd</sup> Individual

### EXHIBIT 4.1.3

#### PRODUCTS, MATERIALS AND PROMOTIONAL ITEMS

— All Items, Quantities and Prices in this Exhibit 4.1.3 are  
Subject to Change Without Notice —

Prior to opening of your Franchised Business, the products, materials, and promotional items listed under headings A and B below will be provided to you. Payment for the initial supply of these items, as listed under headings A and B below, is included as part of your payment of the Initial Franchise Fee.

#### A. Products, Materials and Promotional Items:

QUANTITY	DESCRIPTION	PRICE
2 KITS	COUNTERTOP – COLOR: WHITE	\$440.00
1 KIT	COUNTERTOP – COLOR: ALMOND	\$220.00
3 SPLIT KITS	COUNTERTOP – COLOR: WHITE, CLEAR, OR STANDARD COLORS	\$735.00
1 SPLIT KIT	COUNTERTOP – SPECIALTY COLORS	\$245.00
1 KIT	PORCELAIN TOPCOAT – COLOR: ALL WHITES	\$255.00
1 KIT	PORCELAIN PRIMER – A & B	\$75.00
1 QUART	WIPE-ON BONDING AGENT	\$85.00
1 QUART	PORCELAIN TOPCOAT – COLOR: ALL STANDARD COLORS	\$90.00
1 QUART	Por-Etch™ ETCHING COMPOUND	\$21.95
1 32OZ CAN & 1 TUBE	Poly-Fil™ POLYESTER FILLING COMPOUND KIT	\$48.97
1 KIT	BUFF-OUT REPAIR & RESTORATION KIT	\$48.00
1 QUART	FIBERGLASS ETCH CLEANER	\$21.95



QUANTITY	DESCRIPTION	PRICE
1 BOTTLE	UNIVERSAL COLORANT – BURNT UMBER	\$22.39
*4 UNITS	PREVAL SPRAY SYSTEM	\$19.80
1 BOTTLE	FISHEYE REDUCER	\$17.39
5 GALLONS	LACQUER THINNER	\$67.10
1 TUBE	WHITE CAULK	\$4.48
1 TUBE	ALMOND CAULK	\$2.96
1 SET	ETCH BRUSHES (1”, 2.5”, & 3”)	\$3.00
1 BUCKET	WHITE - 5 GALLON WITH TOOL ORGANIZER	\$18.50
1 KIT	MASKING MACHINE WITH BLADES	\$68.98
12 ROLLS (BOX)	12 INCH MASKING PAPER	\$30.00
12 ROLLS (BOX)	12 INCH MASKING FILM	\$78.00
12 ROLLS	1 INCH MASKING TAPE	\$29.40
6 ROLLS	2 INCH MASKING TAPE	\$29.34
50 SHEETS	80 GRIT 3M WET-DRY SANDPAPER	\$86.64
50 SHEETS	220 GRIT 3M WET-DRY SANDPAPER	\$48.08
10 PADS (1 BOX)	NORTON 6” x 9” PAD	\$4.37
1 PACKAGE	9 OZ. PAPER CUPS (60 Count)	\$4.49
40 BOTTLES	32 OZ. PLASTIC BOTTLES WITH CAPS	\$42.00
1 TOOL	14 – 1 TOOL	\$6.19
1 KNIFE	BREAKAWAY KNIFE	\$3.60
1 BOX	FROTH FOAM INJECTION	\$48.55
12 CLOTHS (1 BOX)	TACK RAG	\$10.36

QUANTITY	DESCRIPTION	PRICE
1 KIT	RESPIRATORY MASK KIT & CERTIFICATION	\$195.00
1 SET	Get A Grip - Confidential Manuals (Set of 3)	\$1,000.00
1 KIT	EUROCLEAR™	\$135.00
1 8OZ CAN	WIPE-ON CLEAR WITH LINT-FREE CLOTH	\$18.50
1 KIT	GET A METALLIC® SET (SMALL)	\$100.00
1 TOOL	MILWAUKEE ORBIT PALM SANDER	\$111.92
1 KIT	10 PIECE SPRAY GUN BRUSH CLEANER	\$19.97
1 TOOL	TITAN GUN WRENCH	\$13.09
1 KIT	SPRAY GUN PACKING KIT (5 PIECE)	\$14.19
1 CAN	BONDO FILLER W/ GLASS	\$14.61
1 PACKAGE	CANVAS DROP CLOTH (4' X 5')	\$4.70
2 PACKAGES	CANVAS DROP CLOTH (9' X 12')	\$41.16
2 ROLLS	1 MIL DROP CLOTH (9' X 12')	\$3.30
1 BOX	NITRILE GLOVES (M/L/XL)	\$23.75
1 UNIT	SPRAY SOCK	\$0.99
1 BOX	1 GALLON PAINT STRAINER	\$16.25
1 UNIT	POLY-FIL SPREADERS (4", 5", & 6")	\$2.36
1 BAG	DOLPHIN GLAZE	\$22.35
1 SET	STRIPPING PAD HOLDER COMPLETE	\$4.45
1 SET	P-100 MASK FILTER	\$30.00

QUANTITY	DESCRIPTION	PRICE
1 ROLL	2" BLUE TAPE	\$7.56
1 SLEEVE	1" MASKING TAPE	\$29.40
1 CAP	Get A Grip – Black Baseball Cap	\$18.00
2 SHIRTS	Get A Grip – Gray Work T-Shirts (S/S or L/S)	\$35.00
ESTIMATED TOTAL FOR SECTION A:		<u>\$4,763.57</u>

**B. Specialty Items:**

OTTESEY® SYSTEM CONSISTING OF:

1 – OTTESEY® SPRAY SYSTEM WITH HOSES	\$425.49
1 – HVLP COMPRESSOR WITH HOSE	\$1,132.45
1 – SPRAY APPARATUS	\$385.65
THE COMPLETE COMPRESSOR SYSTEM:	\$1,943.59

DEELAT AIR CIRCULATOR SYSTEM CONSISTING OF:

1 – AIR CIRCULATOR	\$336.99
1 – AIR DUCT & CLAMP	\$98.60
THE COMPLETE AIR CIRCULATOR SYSTEM	\$435.59
ESTIMATED TOTAL FOR SECTION B:	<u>\$4,758.36</u>

**GRAND ESTIMATED TOTAL FOR SECTION A AND SECTION B: \$9,458.95**

**OTTESEY® SYSTEM RE-PURCHASE:**

100%- IF THE OTTESEY® SYSTEM IS RE-PURCHASED WITHIN ONE YEAR FROM THE SIGNING OF THE FRANCHISE AGREEMENT

75% - IF THE OTTESEY® SYSTEM IS RE-PURCHASED MORE THAN ONE YEAR BUT LESS THAN TWO YEARS FROM THE SIGNING OF THE FRANCHISE AGREEMENT

50% - IF THE OTTESEY® SYSTEM IS RE-PURCHASED MORE THAN TWO YEARS BUT WITHIN THREE YEARS FROM THE SIGNING OF THE FRANCHISE AGREEMENT

25% - IF THE OTTESEY® SYSTEM IS RE-PURCHASED MORE THAN THREE YEARS BUT WITHIN FOUR YEARS FROM THE SIGNING OF THE FRANCHISE AGREEMENT

10% - IF THE OTTESEY® SYSTEM IS RE-PURCHASED AFTER FOUR OR MORE YEARS FROM THE SIGNING OF THE FRANCHISE AGREEMENT

**C. Products and materials that may be ordered from us during the term of the Franchise Agreement. These products and materials must be paid for separately and are not covered by the Initial Franchise Fee or any other fees:**

QUANTITY	DESCRIPTION	PRICE
1 KIT	COUNTERTOP – COLOR: WHITE OR CLEAR	\$220.00
1 KIT	COUNTERTOP – COLOR: ALL STANDARD COLORS	\$220.00
1 KIT	PORCELAIN TOPCOAT – COLOR: ALL WHITES	\$255.00
1 KIT	PORCELAIN TOPCOAT – COLOR: ALL STANDARD COLORS	\$290.00
1 KIT	PORCELAIN PRIMER UNDERCOAT – A & B	\$75.00
1 KIT	EUROCLEAR™	\$135.00
1 KIT	GET A METALLIC® SET (small)	\$100.00
1 QUART	COUNTERTOP COLOR: WHITE OR CLEAR	\$60.00
1 QUART	COUNTERTOP COLOR: – ALL STANDARD COLORS	\$65.00

QUANTITY	DESCRIPTION	PRICE
1 QUART	COUNTERTOP CATALYST	\$55.00
1 QUART	PORCELAIN TOPCOAT – COLOR: ALL WHITES	\$80.00
1 QUART	PORCELAIN TOPCOAT – COLOR: ALL STANDARD COLORS	\$90.00
1 QUART	PORCELAIN ACTIVATOR	\$75.00
1 QUART	Por-Etch™ - ETCHING COMPOUND	\$21.95
1 KIT	Poly-Fil™ - POLYESTER FILLING COMPOUND	\$48.97
1 KIT	BUFF-OUT REPAIR & RESTORATION KIT	\$48.00
1 QUART	FIBERGLASS ETCH CLEANER	\$21.95
1 UNIT	EMPTY CLEAR BOTTLE WITH CAP	\$ 1.05

a. **\*FRANCHISOR MAY SELL THESE PRODUCTS THROUGH REGIONAL AND/OR NATIONAL DISTRIBUTION.**

## EXHIBIT 5.1

### INITIAL FRANCHISE FEE

You will pay us an Initial Franchise Fee based on the population of your Primary Market Area.

The current Initial Franchise Fees is computed consistent with the following range:

<b>Population in Your PMA<sup>1</sup></b>	<b>Initial Franchise Fee<sup>2</sup></b>
250,000 to 499,999	\$35,000
500,000 to 749,999	\$45,000
750,000 to 999,999	\$55,000
1,000,000 to 1,249,999	\$65,000
More than 1,250,000	\$65,000 plus \$5,000 for each additional 100,000 in population in your PMA

<sup>1</sup> For purposes of establishing your Initial Franchise Fee the population of your PMA will be determined from the most recently available Annual Estimates of the Population for Counties published by the Population Division, U.S. Census Bureau and available on the U.S. Census Bureau's website at [www.census.gov](http://www.census.gov) or the successor to that website.

<sup>2</sup> The entire Initial Franchise Fee is due when you sign the Franchise Agreement. No part of the Initial Franchise Fee is refundable.

## EXHIBIT 5.2

National Maintenance Fee: This is your monthly prepayment for National Maintenance. This mandatory monthly charge is based on the total population of your primary market area. It will be due on the first day of each month. It starts three (3) months (90 days) after your business starts, your “Effective Date.”

<b>If your population in your Primary Marketing Area is between:</b>	<b>Your Maintenance Fee will be:</b>
Less than 250,000	\$300.00 years 1-2 \$350.00 years 3-4 \$400.00 year 5
250,000 to 499,999	\$350.00 years 1-2 \$400.00 years 3-4 \$450.00 year 5
500,000 to 749,999	\$400.00 years 1-2 \$450.00 years 3-4 \$500.00 year 5
750,000 to 999,999	\$450.00 years 1-2 \$500.00 years 3-4 \$550.00 year 5
1,000,000 to 1,249,999	\$500.00 years 1-2 \$550.00 years 3-4 \$600.00 year 5
More than 1,250,000	\$550.00 years 1-2 \$600.00 years 3-4 \$650.00 year 5

After the 5th year of operating a Get A Grip franchise, you will be locked in at the 5-year rate listed in your current contract renewal.

### **This monthly payment contributes to the following:**

1. Keeping the main website, GetAGrip.com, updated with the latest content, products, materials, videos, and website structure. We base and update our structure on our research of

user activity, which helps promote the national brand. It also ensures that the main site helps to funnel leads to our franchisees.

2. Ongoing website maintenance of GetAGrip.com. This includes, but is not limited to, ongoing security updates, weekly backups, updating any outdated code, and website hosting as technology advances.

3. Creation of your local franchisee subpages within the main GetAGrip.com website platform. This allows us to include our custom videos with your webpage, which in turn helps you stand out and showcase the amazing products you offer in your local market. Additionally, your individual page within the GetAGrip.com website is seeded with local keywords to help lay the foundation for ranking and being found in search engines in your local market.

4. Ongoing content updates throughout the main website and individual franchisee pages. Whenever you'd like us to add or change content on your page with more personalized information about your business, pictures, content, awards, reviews, etc., our team will do that at no additional charge.

5. Marketing Best Practices - Custom franchisee "How To" and "Best Practices" tutorial and setup videos from our internet marketing team for local marketing, social media, SEO, and other business development basics, aimed to help you grow your local market online and off-line.

6. Social Media Marketing - Corporate provided continual social media marketing for the Get A Grip corporate and individual franchisee social media accounts. This includes, but is not limited to, social media ad graphic creation, data analyzation and tweaks, and promotional video exposure. Social Media platforms marketed on will include Facebook, Twitter, Instagram, Pinterest, and other various media that benefit Get A Grip with promotion, exposure, branding, and client acquisition based on the trending social media markets that best fit both the targeted market for both the Get A Grip corporate office and all Get A Grip franchisees.

7. Search Engine Optimization (SEO) Corporate - Ongoing search engine optimization and marketing improvements to the main corporate website. By continuing to strengthen the GetAGrip.com website, we are able to rank for countless critical keywords that drive leads for our franchisees both through the main site and their individual franchise page.

8. Search Engine Optimization (SEO) Local - Ongoing foundational search engine optimization (SEO) for the Get A Grip individual franchisee pages, which will directly benefit franchisee local markets and search terms associated with the services you provide, all with the goal of increasing traffic to our websites and increasing sales. \*Additional local SEO services available at additional cost as needed.

9. Google Business Profile - Setting up and customizing your business profile in Google's local search maps and business directory, "Google Business Profile". We get this up and running as soon as you open your business. We also optimize your listing with photos, keywords, and the proper structure to help lay the foundation for visibility in Google's search engines. Additionally, we provide support as you get your business verified with Google.



10. Production of new videos to educate your customers, to help you sell new products and methods, and to continue to position Get A Grip and all franchisees as leaders in the resurfacing industry. These videos will go on the main Get A Grip YouTube channel, as well as GetAGrip.com.
11. Unlimited, 24/7 access to our exclusive website, GetAGripEDGE.com, which provides ongoing technical, marketing, and administrative support to all our franchisees. This site gives our franchisees updates and archived information on all Inter-Office Memos; Constant Contact newsletters; Operations Manuals; ongoing video demonstration of products, materials, safety and training; logo designs; and vehicle layouts to help promote your business.
12. Initial set-up and maintenance for corporate and individualized emails, including updates, email signature set-up, additions, and changes, and ongoing support.
13. Creation and maintenance of your ID package consisting of business cards, letterhead, envelopes, and ID badges through our several marketing firms.
14. Creation and maintenance of your individual promotional flyers, brochures, and ads. This includes customization for your individualized local area and access to a professional graphic designer and copywriter.
15. Ongoing business advice, marketing support, counseling, and training by the corporate office.
16. Ongoing videos on training, safety, and technical support by our marketing firm.
17. Ongoing marketing support coupled with continual Research and Development (R & D). This is where new and improved products are created to keep us in the forefront of the refinishing industry.
18. Everyday 24/7 access to Get A Grip corporate officers for technical and business support.
19. Access to discounted supplies from Get A Grip corporate's bulk buying and continued investment in inventory, where we strive to obtain the best and most up-to-date materials for our franchisees and technicians out in the field.
20. Researching, purchasing, and creating proper domains for each franchisee along with ongoing domain renewals.
21. Renewals on any new or existing patents, trademarks, copyrights, and proprietary products, materials, or apparatus of any intellectual properties that Get A Grip obtains.
22. Custom logo creation and artwork for all existing and new Get A Grip products: Diamond Cote™, Get A Grip®, Eurostone®, Bio-Inlay®, Ottese®y®, Get A Metallic®, Grip-

Gear™, Euroclear™, Bio-Adhesive™, Grip-Cote™, Grip-Guard™, Grip-Tex™, Poly-Fil™, Por-Etch™.

**EXHIBIT 24**

**FRANCHISEE ACKNOWLEDGMENTS**

Pursuant to Article 24, in connection with acquiring the Franchise Agreement to which these Acknowledgements are attached, Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of the business contemplated by this agreement and understands and acknowledges that the business contemplated by this agreement involves business risks, making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operator. Franchisee agrees that no claims of success or failure have been made to it prior to signing this agreement. This agreement contains all oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and no representations or warranties are made or implied, except as specifically set forth herein. This agreement cannot be changed or terminated orally. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by this agreement.

\_\_\_\_\_  
Initial                      Initial

2. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, Owners, employees, agents or servants about the business contemplated by this agreement that are contrary to the terms of this agreement or the documents incorporated herein. Franchisee represents, as an inducement to Franchisor’s entry into this agreement, that it has made no misrepresentations in obtaining this agreement.

\_\_\_\_\_  
Initial                      Initial

3. Franchisee acknowledges that Franchisor or its agent has provided Franchisee with a franchise disclosure document not later than fourteen (14) calendar days before the earlier of the execution of this agreement or the payment of any consideration. Franchisee further acknowledges that Franchisee has read such franchise disclosure document and understands its contents.

\_\_\_\_\_  
Initial                      Initial

4. Franchisee acknowledges that Franchisor has provided Franchisee with a copy of this agreement and all related documents, fully completed, for at least seven (7) calendar days prior to Franchisee's execution hereof.

\_\_\_\_\_  
Initial Initial

5. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to this agreement or the relationship thereby created.

\_\_\_\_\_  
Initial Initial

6. Franchisee, together with its advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the franchise.

\_\_\_\_\_  
Initial Initial

7. Franchisee is aware of the fact that other present or future Franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's obligations and rights with respect to its various Franchisees may differ materially in certain circumstances.

\_\_\_\_\_  
Initial Initial

Franchisee hereby acknowledges the truth and accuracy of each of the statements set forth above.

\_\_\_\_\_  
Franchisee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit C

GET A GRIP FRANCHISING, LLC

TABLE OF CONTENTS FOR OPERATIONS MANUALS

<b>Operations Manuals</b>	<b>Number of Pages</b>
Technical Manual – 1	146
Administration Manual – 2	33
Marketing Manual – 3	41
<b>TOTAL NUMBER OF PAGES</b>	<b>220</b>

Note: This Operations Manual can be found at the EDGE site at [www.GetAGripEDGE.com](http://www.GetAGripEDGE.com)

Exhibit 1.7

# Exhibit D

CONFIDENTIALITY, NON-DISCLOSURE AND  
NON-COMPETITION AGREEMENT

WHEREAS, the undersigned is an officer, director, member, manager, partner or owner of an equity or voting interest of \_\_\_\_\_, the (“Franchisee”) under, and signatory to, that certain Franchise Agreement dated \_\_\_\_\_, \_\_\_\_\_ (the “Franchise Agreement”), entered into with GET A GRIP Franchising, LLC (“Company”) granting Franchisee the right to own and operate a GET A GRIP franchised business on the terms and conditions stated therein.

WHEREAS, the undersigned acknowledges that, in order to induce Company to enter into the Franchise Agreement, Franchisee must cause certain persons owning an interest in Franchisee or who are associated with Franchisee in an ownership or executive level management capacity, to execute this Confidentiality and Non-Disclosure Agreement (“Agreement”) for the benefit of Company.

NOW, THEREFORE, the undersigned, having read this Agreement and understanding its terms, hereby agrees as follows:

1. Nondisclosure of Confidential Information.

a. The undersigned agrees not to disclose, duplicate, sell, reveal, divulge, publish, furnish or communicate, either directly or indirectly, any Confidential Information, as that term is defined in Section 1.2 of the Franchise Agreement, see attached Schedule A, to any other person, firm or entity, unless authorized in writing by Company.

b. The undersigned agrees not to use any Confidential Information for his or her own personal gain or to further the purposes of others, whether or not the Confidential Information has been conceived, originated, discovered or developed, in whole or in part, by the undersigned or represents the undersigned’s work product. To the extent the undersigned has assisted in the preparation of any information which Company considers to be Confidential Information or has prepared or created such information by himself or herself, the undersigned hereby assigns any rights that he or she may have in such information as creator to Company, including all ideas made or conceived by the undersigned.

c. The undersigned understands and agrees that the use, publication or duplication of the Confidential Information for any purpose not authorized by this Agreement constitutes an unfair method of competition by the undersigned.

d. The provisions of this paragraph 1 shall survive the expiration or termination of all contracts between Company and Franchisee.

2. Return of Proprietary Materials.

Upon expiration or termination of the Franchise Agreement, the undersigned shall surrender to Franchisee, or, if directed by Company, directly to Company, all materials in the

possession of the undersigned relating or concerning any Confidential Information. The undersigned understands and agrees that such materials shall be and remain the sole property of Company.

### 3. Agreements Regarding Competition.

a. **During Term of Franchise Agreement.** The undersigned acknowledges and agrees that Company shall disclose to the undersigned Confidential Information and trade secrets during the existence of the Franchise Agreement, for the benefit of both parties. The undersigned acknowledges and agrees that Company would suffer irreparable damages if the undersigned held interests of any kind in competing businesses because Company's Confidential Information and trade secrets would be subject to disclosure to Company's competitors. Accordingly, the undersigned agrees that during the term of the Franchise Agreement the undersigned shall not directly or indirectly, represent, market, make, sell or distribute any competitive products or services anywhere. "Competitive products or services" are defined as products and services that Company and its franchisees offer, develop, or take substantial steps towards offering or developing during the term of the Franchise Agreement for resurfacing bathtubs, countertops and other surfaces. The undersigned acknowledges that his or her violation of this term will subject Company to irreparable damages, and the right to injunctive relief, specific performance and/or damages from the undersigned.

b. **After Termination of Franchise Agreement.** The undersigned agrees that he or she shall not in any way for a period of twelve (12) months following termination, regardless of the reason, or expiration of the Franchise Agreement directly or indirectly, represent, market, make, sell or distribute any competitive products or services within the PMA or an area consisting of a 100-mile radius around the PMA. The PMA is described in Schedule A, hereto. "Competitive products or services" are defined as products and services that Company and its franchisees offer, develop, or take substantial steps towards offering or developing during the term of the Franchise Agreement for resurfacing bathtubs, countertops and other surfaces. The undersigned acknowledges that his or her violation of this term will subject Company to irreparable damages, and the right to injunctive relief, specific performance and/or damages from the undersigned.

c. **Franchisor's Modifications of Certain Covenants.** The undersigned understands and acknowledges that the Company shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 3(a) and 3(b) in this Agreement, or any portion thereof, without the undersigned's consent, effective immediately upon receipt by the undersigned of written notice thereof, and the undersigned agrees that he or she shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

d. **Judicial Modification of Certain Covenants.** In the event any court of competent jurisdiction determines that any limitation defined by this Section 3 regarding competition is unreasonable, Company and the undersigned agree that such a court of competent jurisdiction may determine, in its discretion, an appropriate limitation to accomplish the intent and purpose of this Section 3, and the parties, and each of them, agree to be bound by such a determination by such a court.



4. Irreparable Harm to Company.

a. The undersigned understands and agrees that Company will suffer irreparable injury not capable of precise measurement in monetary damages if it discloses or misuses any Confidential Information, or if the undersigned breaches the covenants set forth in this Agreement. Accordingly, in the event of a breach of this Agreement by the undersigned, the undersigned consents to entry of interim relief, including, without limitation, the entry of a temporary restraining order, preliminary injunction, permanent injunction, writ of attachment, appointment of a receiver, and any other equitable relief which the court deems necessary in order to prevent irreparable injury, all without the requirement that bond be posted.

b. The undersigned agrees that the award of equitable remedies to Company in the event of such breach is reasonable and necessary for the protection of the business and goodwill of Company.

5. Survival.

The agreements made by the undersigned shall survive the expiration or termination of all contracts between Company and Franchisee.

6. Validity; Conformity with Applicable Law.

a. This Agreement shall be governed by and interpreted under New Mexico law. Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be valid under New Mexico law, but if any provision of this Agreement shall be invalid or prohibited thereunder, the provision shall be ineffective only to the extent of the prohibition or invalidity without invalidating the remainder of this Agreement.

b. If any provision of Section 3 is void or unenforceable under New Mexico law, but would be enforceable as written or as modified under the laws of any state having jurisdiction over the undersigned (the "Local Laws"), the parties agree that the Local Laws shall govern any dispute concerning or involving the construction, interpretation, validity or enforcement of the provisions of this Agreement regarding competition, but only with respect to the subjects covered in Section 3.

7. Miscellaneous.

a. Any waiver granted to the undersigned by Company excusing or reducing any obligation or restriction imposed under this Agreement shall be evidenced by a writing executed by Company in order to be effective and shall only be effective to the extent specifically allowed in such writing. No waiver granted by Company shall constitute a continuing waiver. Any waiver granted by Company shall be without prejudice to any other rights Company may have. The rights and remedies granted to Company are cumulative. No delay on the part of Company in exercising any right or remedy shall preclude Company from fully exercising such right or remedy or any other right or remedy.

b. This Agreement sets forth the entire agreement made by the undersigned pertaining to the subject matter hereof, fully superseding any and all prior agreements or understandings that may exist between the undersigned and the Company pertaining to such subject matter. No amendment, change, modification or variance to or from the terms and conditions set forth in this Agreement shall be binding on the undersigned unless it is set forth in a writing and duly executed by the undersigned and Company.

c. This Agreement shall be binding on the undersigned's heirs, executors, successors and assigns as though originally executed by such persons.

d. The parties agree that all capitalized terms in this Agreement shall have the same meaning assigned to them in any Franchise Agreement between Company and Franchisee, and will incorporate such definitions herein.

IN WITNESS WHEREOF, the undersigned has entered into this Agreement as of the date shown above the undersigned's signature.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of 1<sup>st</sup> Individual

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Individual

\_\_\_\_\_  
Print Name of 1<sup>st</sup> Individual

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Individual

Intended to be identified as "you" in this agreement

**GET A GRIP FRANCHISING, LLC**  
**(Franchisor)**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Print Name of Individual

SCHEDULE A

CONFIDENTIAL INFORMATION AND  
PRIMARY MARKETING AREA

Section 1.2 of Franchise Agreement, the definition of “Confidential Information”:

“Confidential Information” means all business, financial and technical information provided by Franchisor or an Affiliate of Franchisor or a supplier to either Franchisor or Franchisor’s Affiliates to Franchisee or its Affiliates whether disclosed in writing, orally, or in any other manner, tangible or intangible, including but not limited to: (i) information concerning inventions, discoveries, concepts, ideas, techniques, formulae, processes, designs, specifications, drawings, diagrams, models, samples, flow charts, computer programs, algorithms, data, finances and plans, customer lists, business plans, contracts, marketing plans, production plans, distribution plans, System implementation plans, business concepts, supplier information, business procedures and operations, and all materials related thereto; (ii) information relating to the System and the Franchised Business; (iii) terms and conditions of this Agreement; (iv) all know-how and Intellectual Property; and (v) all unpublished copyrightable material; (vi) any information derived therefrom. Notwithstanding the foregoing, Confidential Information does not include information that: (1) is, as of the time of its disclosure, or thereafter becomes part of the public domain through no act or failure to act by Franchisee; (2) was known to Franchisee free of any obligation to keep such information confidential before its disclosure by Franchisor to Franchisee as shown by Franchisee’s written records; (3) is independently developed by Franchisee without use, reference or access to the Confidential Information; or (4) is subsequently learned from a third party not subject to any obligation of confidentiality to Franchisor or any Affiliate or any supplier to Franchisor or any of Franchisor’s Affiliates with respect to the information disclosed.

Franchisee’s Primary Marketing Area (“PMA”)

Franchisee’s PMA is \_\_\_\_\_

# Exhibit E

## **EXHIBIT E**

### **STATE ADDENDA**

Following this page are addenda for the States of California, Hawaii, Illinois, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, and Washington. If you or your business is located in any of these states, please read the addendum to the Disclosure Document for your state and the addendum to the Franchise Agreement that may apply to your transaction with us.

The regulatory authorities and the registered agents for service of process in each state are listed in *Exhibit A*.

## ADDENDUM TO DISCLOSURE DOCUMENT

### ADDENDUM TO THE DISCLOSURE DOCUMENT PURSUANT TO THE CALIFORNIA FRANCHISE INVESTMENT LAW AND THE CALIFORNIA FRANCHISE RELATIONS ACT

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. The following provisions supersede any inconsistent provisions in the Disclosure Document and apply to all franchises the offer and sale of which are governed by the California Franchise Investment Law:
  - a. Neither we nor any person identified in Item 2 of this Disclosure Document are subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a, et seq., suspending or expelling such persons from membership in such association or exchange.
  - b. California Business and Professions Code Sections 20000 through 200043 provide rights to the franchisee concerning termination or nonrenewal, of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
  - c. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A §101, et seq.).
  - d. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.
  - e. The Franchise Agreement requires application for the laws of the State of New Mexico. This provision may not be enforceable under California law.
  - f. Any condition, stipulation or provision in the Franchise Agreement which would result in your waiver of compliance with any provision of California Franchise Relations Act is void to the extent that such provision violates such law.
  - g. We may, in our discretion, require a franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your

rights under the Franchise Investment Law (California Corporations Code Section 31000 - 31516). Business and Professions

- h. Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 2000 - 20043). California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Corporations prior to a solicitation of a proposed material modification of an existing franchise.)
- 3. Our Website is [www.GetAGrip.com](http://www.GetAGrip.com). **OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAYBE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS AT [WWW.CORP.CA.GOV](http://WWW.CORP.CA.GOV).**

**ADDENDUM TO THE DISCLOSURE DOCUMENT  
PURSUANT TO THE HAWAII FRANCHISE INVESTMENT LAW**

THESE FRANCHISES 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.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, 'WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. As of the date of this Disclosure Document:
  - a. The registration or filing of this Disclosure Document is proposed to be filed, or may be filed, in the States of: No states requiring registration.
  - b. No states have refused, by order or otherwise, to register these franchises.
  - c. No states have revoked or suspended the right to offer these franchises.
  - d. The proposed registration of these franchises has not been withdrawn in any state.
2. Any provision of the Franchise Agreement that would require you, at the time you enter into the Agreement, to assent to a release, assignment, novation, or waiver which would relieve any person from liability imposed by Hawaii Franchise Investment Law is void to the extent that such provision violates such law.



**ADDENDUM TO THE DISCLOSURE DOCUMENT  
PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT**

The Franchise Disclosure Document is supplemented to include the following information:

1. **Cover Page.** The cover page of the Franchise Disclosure Document is titled: **FRANCHISE DISCLOSURE DOCUMENT.**
2. **Item 1.** Our affiliates described in Item 1 have the same business address as us.
3. **Item 7.** We currently estimate that the cost for you to purchase an additional or replacement respirator mask kit and the associated certification training described in Item 7 should range between \$175 and \$200. This range may increase. Your cost of the initial respirator mask kit and associated certification are included in the initial franchise fee.
4. **Item 7.** We currently estimate that the cost for you to purchase an additional or replacement OTTESEY® - One-of-a kind Spray System from us to be \$1,530. This amount may increase. Your cost of the initial OTTESEY® One-of-a kind Spray System is included in the initial franchise fee.
5. **Item 11.** We currently estimate that the aggregate printing cost for the initial supply of promotional material described in Item 11 should range between \$500 and \$600.
6. **Item 11.** The advertising funds collected during calendar year 2007 were used to cover our administrative costs associated with establishment and maintenance of our website and toll-free telephone number.
7. **Item 17.** Item 17.V., Choice of forum, and 17.W., Choice of law, are both supplemented in their respective summary columns to provide that any such requirement may be subject to, and superseded by, a contrary state law.

**ADDENDUM TO THE FRANCHISE AGREEMENT  
PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT**

This Addendum is to the Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Franchisor and Franchisee. Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all franchises the sale of which is governed by the Illinois Franchise Disclosure Act, 815 Ill. Camp. Stat. §§70511 to 705/44 (the “Act”):

1. The Act declares that any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of the State of Illinois void, except that a franchise agreement may provide for arbitration in a forum outside of the State of Illinois. To the extent that the Franchise Agreement entered into by the parties is inconsistent with this provision of the Act, the provision of the Act shall control.

2. Illinois law shall be applied to, and govern, any claim between the parties that alleges violation of the Act.

3. Section 21 of the Franchise Agreement is amended to insert at the end of the third sentence of that Section, following the word “promise” and before the period, the words “(other than those contained in our Franchise Disclosure Document).” The remainder of Section 21 is unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GET A GRIP Franchising, LLC**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**[Franchisee’s name]**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

**ADDENDUM TO THE DISCLOSURE DOCUMENT  
PURSUANT TO MARYLAND FRANCHISE REGISTRATION  
AND DISCLOSURE LAW**

The following provisions supersede any inconsistent provisions in the Disclosure Document, and apply to all franchises the offer and sale of which are governed by the Maryland Franchise Registration and Disclosure Law:

1. Item 22 of the Disclosure Document is supplemented to state that the form of general release referred to in Items 17.c. and 17.m. is attached to this Addendum to the Disclosure Document pursuant to Maryland Franchise Registration and Disclosure Law.
2. The “Summary” columns of Item 17(C) of the Disclosure Document, pertaining to “Requirements for franchisee to renew or extend” and Item 17.m. of the Disclosure Document, pertaining to “Conditions of our approval of transfer” are both supplemented to state that pursuant to COMAR 02.02.08.16L, any general release required as a condition of renewal, sale, and/or assignment/transfer of the Franchise Agreement is void and any such void provision shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
3. The “Summary” column of Item 17(H) of the Disclosure Document, pertaining to “Cause defined - defaults that cannot be cured” is supplemented to state that any provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law.
4. The “Summary” column of Item 17(V) of the Disclosure Document, pertaining to “Choice of forum” is supplemented to state that any provision in the Franchise Agreement which operates to waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland is void and you therefore may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
5. Section 14-227(e) of the Maryland Franchise Registration and Disclosure Law requires that any claims arising under that Law be brought within three (3) years after the grant of the franchise.

**ADDENDUM TO FRANCHISE AGREEMENT  
PURSUANT TO THE MARYLAND FRANCHISE REGISTRATION  
AND DISCLOSURE LAW**

This Addendum is to the Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Franchisor and Franchisee.

1. Notwithstanding anything to the contrary set forth in Franchise Agreement, the following provision shall supersede and apply to all franchises the offer and sale of which are governed by the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201 to 14-233:

Any provision in the Franchise Agreement which operates to waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland is void and you therefore may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

2. Section 25, Additional Provision Only for Agreements the Offer and Sale of Which are Governed by the Maryland Franchise Registration and Disclosure Law, is created and states:

Pursuant to COMAR 02.02.08.16L no person may require that a franchisee provide a release from liability under the provisions of the Maryland Franchise Registration and Disclosure Law as part of a franchise agreement or as a condition of the sale, renewal, or assignment of a franchise.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GET A GRIP Franchising, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**[Franchisee's name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## FORM OF GENERAL RELEASE

This GENERAL RELEASE (“Release”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by [insert exact name of releasing entity or person], a [if applicable, insert type of business entity and state of organization], (“Franchisee”), with reference to the following facts:

### RECITALS

A. Get A Grip Franchising, LLC (“Franchisor”) and Franchisee are party to a franchise agreement dated \_\_\_\_\_ (the “Franchise Agreement”), permitting Franchisee to operate as a franchisee of Franchisor in accordance with the terms of the Franchise Agreement.

B. The Franchise Agreement will expire on \_\_\_\_\_, 20\_\_\_, pursuant to Section 3.2 of the Franchise Agreement unless renewed by Franchisee as per the terms of the Franchise Agreement. [2. Franchisee has requested Franchisor’s consent to transfer of the Franchise Agreement as required by Section 11.2 of the Franchise Agreement.]

C. [Franchisee wishes to renew the Franchise Agreement.]

D. Section 3.2 [Section 11.3] of the Franchise Agreement requires that as a condition of any renewal [transfer] Franchisee must execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor, Franchisor’s affiliates, and their respective officers, directors, agents employees and shareholders.

E. This Release is being executed pursuant to the requirements of Section 3.2 [Section 11.3] of the Franchise Agreement as a condition of renewal [Franchisor’s consent to transfer] of the Franchise Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by the parties.

### NOW, THEREFORE, FRANCHISEE AGREES AS FOLLOWS:

#### 1. General Release.

a. Franchisee [and its owners signing below (the “Owners”)], for itself, himself, herself and/or themselves], and, if applicable, additionally, for Franchisee’s Affiliates, if any, and for each of their respective officers, directors, shareholders, members, managers, trustees, partners, employees, attorneys, executors or personal representatives, heirs, successors and assigns (Franchisee and such other persons are collectively referred to as the “Franchisee Parties”), hereby release and forever discharge Franchisor, Franchisor’s Affiliates, and their respective officers, directors, shareholders, agents, employees, representatives, attorneys, executors or personal representatives, heirs, successors and assigns (collectively the “Released Parties”), and each of them, from any and all claims, demands, liabilities, actions, causes of action, suits, proceedings, controversies, disputes, allegations, costs and expenses, at law or in equity, of every nature, character or description whatsoever, whether known or unknown,

suspected or unsuspected or anticipated or unanticipated, which any of the Franchisee Parties now or hereafter has arising from any business relationship between the parties through the effective date of this release (collectively referred to as “Claims”). This Release includes, but is not limited to, all Claims arising out of, concerning, pertaining to or connected with any agreement, tort, statutory violation, representation, nondisclosure, act, omission to act, fact, matter or thing whatsoever, occurring as of or prior to the date of this Release. The terms, “Franchisor’s Affiliate’s” and “Franchisee’s Affiliates,” respectively include, as the case may be, every entity that controls, is controlled by, or is under common control with Franchisor or Franchisee.

b. Franchisee and its Owners understand and agree that claims or facts in addition to or different from those which are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is Franchisee’s and its Owners’ intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release.

\*\*\*\*\*

[USE PARAGRAPH 2 BELOW ONLY WHEN RELEASING CLAIMS OF A FRANCHISEE WHOSE FRANCHISE IS PROTECTED BY CALIFORNIA LAW]

2. Waiver of Civil Code Section 1542.

This Release is intended by Franchisee to and its Owners to be a full and unconditional general release, as that phrase is used and commonly interpreted, and to constitute a full, unconditional and final accord and satisfaction, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of Franchisee or any of the other Franchisee Parties against the Released Parties regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein. Franchisee and its Owners, for itself, himself, herself and/or themselves, for each of the other Franchisee Parties hereby expressly, voluntarily and knowingly waive, relinquish and abandon each and every right, protection and benefit to which Franchisee or any of the Franchisee Parties would be entitled, now or at any time hereafter under Section 1542 of the Civil Code of the State of California, as well as under any other statutes or common law principles of similar effect to said Section 1542, whether now or hereinafter existing under the laws of California or any other applicable federal and state law with jurisdiction over the parties relationship. Franchisee and its Owners, for itself, himself, herself and/or themselves, for each of the other Franchisee Parties, acknowledges that Section 1542 of the Civil Code of the State of California provides as follows:

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

In making this voluntary express waiver, Franchisee and its Owners understand and agree that claims or facts in addition to or different from those which are now known or believed to exist with respect to the matters mentioned herein may later be discovered and that it is Franchisee's and its Owners' intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. This Release is and shall be and remain a full, complete and unconditional general release. Franchisee and its Owners acknowledge and agree that the foregoing waiver of Section 1542 is an essential, integral and material term of this Release.

\*\*\*\*\*

3. Release Not Admission. Franchisee and its Owners understand and agree that the giving or acceptance of this Release and the agreements contained herein shall not constitute or be construed as an admission of any liability by Franchisor or an admission of the validity of any claims made against Franchisor.

4. Authority of Parties. Each person executing this Release on behalf of a Franchisee hereto warrants and represents that he or she is duly authorized to execute this Release on behalf of such party.

5. No Prior Assignments. Franchisee and its Owners represent and warrant that Franchisee has not previously assigned or transferred, or attempted to assign or transfer, to any third party any of the Claims which are the subject of this Release, all of such Claims being released.

IN WITNESS WHEREOF, Franchisee has executed this Release on the date first shown above.

Franchisee:

Owners

[Insert name of Franchisee]

By: \_\_\_\_\_

\_\_\_\_\_ (Personally)

Its: \_\_\_\_\_

\_\_\_\_\_ (Personally)

\_\_\_\_\_ (Personally)



**ADDENDUM TO THE DISCLOSURE DOCUMENT  
PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.**

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives a franchisee of rights and protections provided in this Act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a Franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
4. A provision that permits a Franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchised business are not subject to compensation. This subsection applies only (if) the term of the franchise is less than five (5) years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months advance notice of Franchisor's intent not to renew the license.
5. A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state; this shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a Franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a Franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

- i. The failure of the proposed transferee to meet the Franchisor's then current reasonable qualifications or standards.
  - ii. The fact that the proposed transferee is a competitor of the Franchisor.
  - iii. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
  - iv. The failure of the franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.
8. A provision that requires the franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This subdivision does not prohibit a provision that grants a Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such-assets if the franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in Subdivision (c).
9. A provision which permits the Franchisor to directly and indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL.**

**ANY QUESTIONS REGARDING this NOTICE SHOULD BE DIRECTED TO THE OFFICE OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, ATTN: FRANCHISE DEPARTMENT, 670 LAW BLDG., LANSING, MICHIGAN 48913, (517) 373-7117.**

**ADDENDUM TO THE DISCLOSURE DOCUMENT  
PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW**

The following provisions supersede any inconsistent provision in the Disclosure Document and apply to all franchises the offer and sale of which are covered by the Minnesota Franchise Investment Law:

1. Any provision in the Franchise Agreement which would require you to assent to a release: assignment, novation: or waiver that would relieve any person from liability imposed by Minnesota Statutes sections 80C.01 to 80C.2.2 shall be void to the extent that such contractual provision violates such law.
2. Minnesota Statute §80C.21 and Minnesota rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition: nothing in the Disclosure Document or 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. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any Franchise Agreement relating to franchises offered and sold in the State of Minnesota.
3. Any provision in the Franchise Agreement that requires you to consent to us obtaining injunctive relief is hereby modified to provide that, pursuant to Minn. Rule 2860.44001, we cannot require you to give such consent; provided, however, that nothing herein shall prevent us from applying to a forum for injunctive relief. The forum also shall decide whether the posting of a bond will be required in connection with the grant of any injunctive relief.

4. Item 13 of this Disclosure Document is amended by the addition of the following language:

The Minnesota Department of Commerce requires that we indemnify you against liability to third parties resulting from claims by third parties that your use of our trademarks infringes trademark rights of the third party. We do not indemnify against the consequences of your use of our trademarks except in accordance with the requirements of the Franchise Agreement. See Section 6.7, Intellectual Property - Infringement of the Franchise Agreement and Item 3, “Trademarks” of the Franchise Disclosure Document in this regard.

5. Item 17 of this Disclosure Document is amended by the addition of the following language:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute Section 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 for non-renewal of the Franchise Agreement, and that consent to transfer of the franchise will not be unreasonably withheld.

**ADDENDUM TO FRANCHISE AGREEMENT  
PURSUANT TO THE MINNESOTA FRANCHISE INVESTMENT LAW**

This Addendum is to the Franchise Agreement dated \_\_\_\_\_, 20\_\_, by and between Franchisor and Franchisee.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all franchises the offer and sale of which are governed by the Minnesota Franchise Investment Law, Minn. Stats. Ann. §§80C.01 to 80C.30:

1. Any provision in the Franchise Agreement which would require Franchisee to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.0 1 to 80C.22 shall be void to the extent that such contractual provision violates such law.

2. Minnesota Statute §80C.21 and Minnesota Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Any provision in the Franchise Agreement which would require Franchisee to waive its rights to a jury trial or its rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any Franchise Agreement.

3. Any provision in the Franchise Agreement that requires Franchisee to consent to Company obtaining injunctive relief is hereby modified to provide that, pursuant to Minn. Rule 2860.4400J, Company cannot require Franchisee to give such consent; provided, however, that nothing herein shall prevent Company from applying to a forum for injunctive relief. The forum also shall decide whether the posting of a bond will be required in connection with the grant of any injunctive relief.

4. With respect to franchises governed by Minnesota law, Company will comply with Minnesota Statute Section 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Franchise Agreement and that consent to transfer of the franchise will not be unreasonably withheld.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GET A GRIP Franchising, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

MN

\_\_\_\_\_  
**[Franchisee's name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE DISCLOSURE DOCUMENT  
PURSUANT TO THE NEW YORK FRANCHISES LAWS**

The following additional information is being disclosed to you pursuant to regulations under the New York Franchises Law:

1. **ADDITIONAL RISK FACTOR: EXCLUSIVE TERRITORY. YOU WILL NOT BE GRANTED ANY EXCLUSIVE TERRITORY**
2. **THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THIS 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 DISCLOSURE DOCUMENT.**
3. Item 3 of the Disclosure Document is amended by adding the following language at the end of that item:

Neither we nor any person identified in Item 2 of the Uniform Disclosure Document: (a) have an administrative, criminal or civil action pending against that person alleging a felony, a violation of a franchise, anti-trust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor, allegations; (b) has any other action pending against that person, other than routine litigation incidental to the business, which is significant in the context of the number of franchisees or franchisees and the size, nature or financial condition of the franchise or franchise system or its business operations; (c) has been convicted of a felony 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, or unfair or deceptive practices or comparable allegations; (d) is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; (e) 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 (f) is subject to a currently effective injunction or restrictive order relating to any other business activity as a result of an action brought by a public agency or department including, without NY 864737.4 limitation, actions affecting a license as to a real estate broker or sales agent.

4. Item 4 of the Disclosure Document is amended by substitution of the following for the last paragraph of that item:

Neither we, our affiliates, nor our officers, during the ten year period immediately before the date of the Disclosure Document: (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 one year after any of our officers held this position in the company or partnership.

5. Item 5 of the Disclosure Document is amended by adding the following language at the end of that item:

Proceeds from initial franchise fees are added to working capital and are, in part, used to pay or defray some of the following expenses and costs incurred by us: (a) screening and approving prospective Franchisees; (b) employees' salaries, fringe benefits and expenses with respect to the preparation and registration of the franchise offering; (c) prior research and development relating to the standards, procedures and techniques for the Get A Grip franchise program; (d) providing you with initial training; (e) providing you with initial and continuing consultation; (f) legal fees, accounting fees and other fees incurred in connection with compliance with federal, state and other laws with respect to this franchise offering; and (g) administrative expenses.

6. Item 17(W) of the Disclosure Document is amended by adding the following language to the end of the current statement in the Summary Column of that Item:

provided, however, that all rights enjoyed by the franchisee and any causes of action arising in its favor from the provisions of the General Business Law of the State of New York and the regulations thereunder shall remain in force; it being the intent of the proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

**ADDENDUM TO FRANCHISE AGREEMENT  
PURSUANT TO THE NEW YORK FRANCHISE PRACTICES ACT**

This Addendum is to the Franchise Agreement dated \_\_\_\_\_,  
20\_\_\_\_\_, by and between Franchisor and Franchisee.

Section 19, Governing Law; Venue, is amended by adding the following sentence  
to the end of that Section:

Notwithstanding the foregoing, all rights enjoyed by Franchisee and  
any causes of action arising in its favor from the provisions of the  
General Business Law of the State of New York and the regulations  
thereunder shall remain in force; it being the intent of the proviso  
that the non-waiver provisions of General Business Law Sections  
687.4 and 687.5 be satisfied.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GET A GRIP Franchising, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
[Franchisee's name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**ADDENDUM TO THE DISCLOSURE DOCUMENT  
PURSUANT TO NORTH DAKOTA FRANCHISE INVESTMENT LAW**

The following provision supersedes any inconsistent provisions in the Disclosure Document and apply to all franchises the offer and sale of which are governed by the North Dakota Franchise Investment Law:

Item 17(c) of the Disclosure Document is amended to delete the requirement that you sign a general release as a condition of renewal of the Franchise Agreement.

Items 17(u) and (v) of the Disclosure Document are amended to provide that the site, i.e., forum, for any arbitration or mediation shall be a site agreeable to all parties and to provide that any provision requiring you to consent to the jurisdiction of courts outside of North Dakota is not enforceable.

Item 17(w) of the Disclosure Document is amended to provide that North Dakota law applies to the Franchise Agreement.

In connection with disputes, if any, that will be settled by a court, rather than through mediation or arbitration, we may not require you to consent to waiver of a trial by jury.

Any provision in the Franchise Agreement requiring you to waive any right to exemplary or punitive damages is not enforceable.

Covenants not to compete upon termination or expiration of the Franchise Agreement are subject to Section 9-08-06, of the North Dakota Century Code, and may be generally unenforceable in the State of North Dakota.

**ADDENDUM TO FRANCHISE AGREEMENT  
PURSUANT TO NORTH DAKOTA INVESTMENT LAW**

This Addendum is to the Franchise Agreement dated 20\_\_\_\_\_ by and between Franchisor and Franchisee.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all franchises the offer and sale of which are governed by the North Dakota Franchise Investment Law, ND Cent. Code §§55-19-01 through 51-19-17 (the “Law”):

1. Any provision in the Franchise Agreement that requires Franchisee to sign a release as a condition of renewing the Franchise Agreement is not enforceable.
2. Any provision in the Franchise Agreement that requires Franchisee to agree to the mediation or arbitration of disputes at a location that is remote from the site of Franchisee’s business is not enforceable. The parties shall mutually agree upon the site for any mediation or arbitration required by the Franchise Agreement.
3. Any provision in the Franchise Agreement that requires Franchisee to consent to the jurisdiction of courts outside of North Dakota is not enforceable.
4. The Franchise Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota to the extent required by the Law.
5. As to any disputes under the Franchise Agreement that are to be settled by a court, rather than through mediation or arbitration, any provision in the Franchise Agreement requiring you to consent to waiver of a trial by jury is not enforceable.
6. Any provision in the Franchise Agreement that requires you to waive any right to exemplary or punitive damages is not enforceable.
7. Section 10.2 of the Franchise Agreement is amended by adding the following sentence to the end of the current text in such Section 10.2: “Notwithstanding the foregoing, covenants not to compete upon expiration or termination of this Agreement are subject to Section 9-08-06 of the North Dakota Century Code (provided that such Section is a valid law of the State of North Dakota at the time of such expiration or termination), and may be generally unenforceable in the State of North Dakota, unless such covenants fit within the exceptions listed in Section 9-08-06 of the North Dakota Century Code, or are otherwise within a common law exclusion to Section 9-08-06 of the North Dakota Century Code.”

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GET A GRIP Franchising, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**[Franchisee's name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO THE DISCLOSURE DOCUMENT  
PURSUANT TO THE RHODE ISLAND  
FRANCHISE INVESTMENT ACT**

The following provisions supersede any inconsistent provisions in the Disclosure Document and apply to all franchises the offer and sale of which are governed by the Rhode Island Franchise Investment Act:

1. The following legend should be added to the cover page of this Disclosure Document:

**EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT “HOME STATE” LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO ANY STATE-SPECIFIC ADDENDUM THAT MAYBE ATTACHED TO THE DISCLOSURE DOCUMENT FOR DETAILS.**

2. Item 17 of this Disclosure Document, “Renewal, Termination, Transfer and Dispute Resolution” should be supplemented by adding the following information to the end of the item:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

**ADDENDUM TO FRANCHISE AGREEMENT  
PURSUANT TO RHODE ISLAND FRANCHISE INVESTMENTS LAW**

This Addendum is to the Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_,  
by and between Franchisor and Franchisee.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provision shall supersede and apply to all franchises the offer and sale of which are governed by the Rhode Island Franchise Investment Law, R1 Gen. Laws §§19-28.1-1 to 19-28.134 (the “Act”):

The Act, at Section 19-28.1-14 provides that “a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.” The parties agree that Section 19.28.1-14 shall control any contrary provision of the Franchise Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GET A GRIP Franchising, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**[Franchisee’s name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDENDUM TO FRANCHISE AGREEMENT PURSUANT TO  
THE WASHINGTON INVESTMENT PROTECTION ACT**

This Addendum is to the Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_, by and between Franchisor and Franchisee.

Notwithstanding anything to the contrary set forth in the Franchise Agreement, the following provisions shall supersede and apply to all franchises the offer and sale of which are governed by the Washington Franchise Investment Protection Act, RCW §§19.100.010 to 19.100.940 (the “Act”):

1. The state of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal rights of your franchise. There may also be court decisions that may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal by us.

2. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

3. In the event of a conflict of laws, the provisions of the Act shall prevail.

4. A release or waiver of rights executed by you shall not include rights under the Act 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 that unreasonably restrict or limit the statute of limitations period for claims under the Act or rights to a jury trial may not be enforceable.

5. Transfer fees are collectable to the extent that they may reflect our reasonable estimated or actual costs in effecting a transfer.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**GET A GRIP Franchising, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
**[Franchisee’s name]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# **Exhibits F and F-1**





**LIST OF FRANCHISEES AND  
LIST OF CERTAIN FORMER FRANCHISEES**

**Exhibits F and F-1**

**Exhibit F**

- 1) GET A GRIP Acadiana, LA  
2600 Ambassador Caffery Suite A  
Lafayette, Louisiana 70506  
Owners: Mickey Foster  
Office: (337) 406-1116  
Email: acadiana@getagripinc.com  
Transfer From: GET A GRIP Acadiana, LA; Daniel Crossley  
Start Date: 5/1/18
  
- 2) GET A GRIP Chattanooga, TN  
2318 Daugherty Lane  
Chattanooga, TN 37421  
Owner: Nick DelPapa  
Office: (423) 499-2225  
Email: ndelpapa@getagrip.com  
Transfer From: GET A GRIP Chattanooga, TN; Joey Burns  
Start Date: 8/14/17
  
- 3) GET A GRIP Coastal Carolina, NC  
2108 Capital Drive Unit 105  
Wilmington, North Carolina 28405  
Jay & Stephanie Durner  
Office: (910) 228-6226  
Fax: (910) 395 1845  
Email: jdurner@getagripinc.com  
Start Date: 8/21/07
  
- 4) GET A GRIP Columbia, SC  
2937 Wilton Road  
West Columbia, South Carolina 29170  
Owner: Cecil & Melissa Purvis  
Office: (803) 936-0101  
Email: purviscw@getagripinc.com  
Start Date: 4/6/09

- 5) GET A GRIP Davis County, UT  
1072 West 200 North  
West Bountiful, Utah 84087  
Owner: Wendy Barker  
Office: (801) 792 2329  
Email: [jbarker@getagripinc.com](mailto:jbarker@getagripinc.com)  
Start Date: 10/15/07
  
- 6) GET A GRIP Denver, CO  
12650 W. 64<sup>th</sup> Avenue, Unit E-438  
Arvada, Colorado 80004  
Owner: Cristina & Jake Krupka  
Office: (303) 913-9897  
Email: [denver@getagrip.com](mailto:denver@getagrip.com)  
Start Date: 1/16/23
  
- 7) GET A GRIP Eastern Arizona, AZ  
495 West 24th Street  
Safford, AZ 85546  
Owner: Nick & Sarah Bingham  
Office: (928) 965-8459  
Email: [bingham@getagrip.com](mailto:bingham@getagrip.com)  
Start Date: 10/16/17
  
- 8) GET A GRIP Front Range, CO  
3578 Hartsel Drive, Suite E 181  
Colorado Springs, Colorado 80920  
Owner: Steve Lillie  
Office: (719) 266-4003  
Email: [frontrange@getagripinc.com](mailto:frontrange@getagripinc.com)  
Start Date: 4/23/08
  
- 9) GET A GRIP Greenville, SC  
560 Huskins Branch Road  
Marion, North Carolina 28752  
Owner: Brian Boone  
Office: (828) 756-4800  
Email: [wncgetagrip@getagrip.com](mailto:wncgetagrip@getagrip.com)  
Start Date: 10/1/16

- 10) GET A GRIP Little Rock, AR  
915 Foxwood Dr  
Jacksonville, Arkansas 72076  
Owners: Allen Walker  
Office: (501) 655-9426  
Email: littlerock@getagripinc.com  
Start Date: 3/23/09
  
- 11) GET A GRIP Memphis, TN  
915 Foxwood Dr  
Jacksonville, Arkansas 72076  
Owner: Allen Walker  
Office: (901) 605-4863  
Email: getagripsalesmem@gmail.com  
Start Date: 1/1/12
  
- 12) GET A GRIP Northwest Arkansas, AR  
915 Foxwood Dr Jacksonville, AR 72076  
Owner: Allen Walker  
Office: (501) 655-9426  
Email: getagripsalesmem@gmail.com  
Start Date: 03/23/2009
  
- 13) GET A GRIP Raleigh-Durham,  
NC 221 Colony Drive  
 Mooresville, North Carolina 281155  
Owner: Michael O'Buckley  
Office: (919) 878-5800 or (866) 924-GRIP  
Email: triangle@getagripinc.com Start Date: 12/14/07

- 14) GET A GRIP Southeast Michigan, MI  
37675 Schoolcraft Rd  
Livonia, Michigan 48150  
Owner: Mark Korinek  
Office (734) 800-6116  
Email: mark@getagrip.com  
Start Date: 7/17/19
- 15) GET A GRIP Southern Nevada, NV  
5236 Ferrell Mountain Ct.  
North Las Vegas, Nevada 89031  
Owner: Michael Galarsa  
Office: (702) 637-9009  
Email: michaelg@getagrip.com  
Start Date: 10/7/13
- 16) GET A GRIP Southwest Missouri, MO  
4800 N Kensington  
Ozark, MO 65721  
Owner: Gabe Meadows  
Office: (417) 421-9831  
Email: springfield@getagrip.com  
Transfer From: GET A GRIP Southwest Missouri, MO; Billi Evans  
Start Date: 4/1/19
- 17) GET A GRIP Tri-Lakes, MO  
302 River Point Rd  
Hollister, MO 65672  
Owner: Ben Snyder  
Office: (417) 230-3655  
Email: trilakes@getagrip.com  
Transfer From:  
GET A GRIP Southwest Missouri, MO; Billi Evans  
Start Date: 5/1/19
- 18) GET A GRIP Tulsa, OK  
1 Boys Club Lane  
Jasonville, Arkansas 72076  
Owner: Allen Walker  
Office: (918) 346-1981

Email: tulsa@getagrip.com  
Start Date: 1/1/16

19) GET A GRIP Western North Carolina, NC  
560 Huskins Branch Road  
Marion, North Carolina 28752  
Owner: Brian & Selena Boone  
Office: (828) 756-4800 or (877) 474-7962  
Email: wnc@getagripinc.com  
Start Date: 10/22/07

20) GET A GRIP West River, SD  
300 Box Elder Road West,  
Box Elder, South Dakota 57719  
Owner: Aaron Yates  
Office: (605) 858-9600  
Email: aaron@getagrip.com  
Start Date: 2/12/18

21) GET A GRIP West Texas, TX  
23618 US Hwy 2775  
Christoval, Texas 76935  
Owner: Robbie & Shelly Hilton  
Office: (325) 450-3980  
Email: westtexas@getagrip.com  
Start Date: 2/29/16

22) GET A GRIP Winston-Salem, NC  
201 Parker Ave.  
Marion, North Carolina 28752  
Owner: Mike O'Buckley  
Office: (704) 895-6594  
Email: charlotte@getagripinc.com  
Start Date: 2/1/16

**Exhibit F-1**

**LIST OF FRANCHISEES THAT HAVE LEFT THE SYSTEM DURING THE FISCAL YEAR  
1/1/2022 THROUGH 4/01/2023**

- 1) GET A GRIP Reno, NV  
2595 Venezia Drive,  
Sparks, Nevada, USA 89434  
Owner: William Reyes  
Office: (775) 303-2017  
Email: reno@getagrip.com  
Start Date: 1/15/18

## 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:

<b>State</b>	<b>Effective Date</b>
California	
Hawaii	
Illinois	June 20, 2008
Indiana	
Maryland	
Michigan	May 20, 2019
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	September 13, 2019
Virginia	
Washington	
Wisconsin	June 27, 2008

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 G



**GET-A-GRIP FRANCHISING, LLC**

Financial Statements  
and  
Independent Auditors' Report

For the Year Ended  
December 31, 2022

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SCHLENKER & CANTWELL, P.A.  
Certified Public Accountants

## **INDEPENDENT AUDITORS' REPORT**

The Members  
Get-A-Grip Franchising, LLC  
Albuquerque, New Mexico

### **Opinion**

We have audited the accompanying financial statements of Get A Grip Franchising, LLC (an S Corporation), which comprise the balance sheet as of December 31, 2021, and the related statements of income, retained earnings, and cash flows for the year 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 Get A Grip Franchising, LLC as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 Get A Grip Franchising, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Responsibilities of Management for the Financial Statements**

Management is responsible for the preparation and fair presentation of the 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 Get A Grip Franchising, LLC's ability to continue as a going concern within one year after the 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 misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with 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 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 judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Get A Grip Franchising, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Get A Grip Franchising, LLC'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.

*Schlenker & Cantwell, P.A.*

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Schlenker & Cantwell, P.A.

Albuquerque, New Mexico  
March 29, 2022

**GET-A-GRIP FRANCHISING, LLC**

Balance Sheet  
December 31, 2021

**ASSETS**

Current assets	
Cash and cash equivalents	\$ 7,416
Accounts receivable, net	11,673
Intercompany receivable	413,638
Owner receivable	50,000
Notes receivable	<u>5,314</u>
Total current assets	488,041
Non-current assets	
Notes receivable, net of current	3,276
Property and equipment, net	<u>10,547</u>
Total non-current assets	<u>13,823</u>
Total assets	<u>\$ 501,864</u>

**LIABILITIES AND MEMBERS' EQUITY**

Current liabilities	
Accounts payable	\$ 50,292
Credit cards payable	<u>68,867</u>
Total current liabilities	119,159
Members' equity	<u>382,705</u>
Total liabilities and members' equity	<u>\$ 501,864</u>

See independent auditors' report and notes to the financial statements

**GET-A-GRIP FRANCHISING, LLC**  
Statement of Income and Members' Equity  
For the Year Ended December 31, 2021

Revenue and fees	
Product sales	\$ 1,216,670
Advertising fees	<u>102,525</u>
Total revenue and fees	1,319,195
Cost of sales	<u>749,362</u>
Gross profit	569,833
Operating expenses	
General and administrative expenses	631,719
Advertising and marketing	65,090
Legal and professional	44,096
Travel and exposition expenses	16,777
Depreciation	<u>6,374</u>
Total expenses	<u>764,056</u>
Loss from operations	(194,223)
Other income	
Interest income	<u>679</u>
Total other income	<u>679</u>
Net loss	(193,544)
Members' equity, beginning of year	<u>576,249</u>
Members' equity, end of year	<u><u>\$ 382,705</u></u>

See independent auditors' report and notes to the financial statements

**GET-A-GRIP FRANCHISING, LLC**  
Statement of Cash Flows  
For the Year Ended December 31, 2021

Cash flows from operating activities	
Net loss	\$ (193,544)
Adjustments to reconcile net loss to net cash used by operating activities:	
Depreciation	6,374
Decrease in operating assets:	
Accounts receivable	16,222
Intercompany receivable	142,938
Increase in operating liabilities:	
Accounts payable and credit cards payable	<u>(2,395)</u>
Net cash used by operating activities	(30,405)
Cash flows from investing activities	
Notes receivable	<u>8,162</u>
Net cash provided by investing activities	<u>8,162</u>
Net decrease in cash	(22,243)
Cash and cash equivalents, beginning of year	<u>29,659</u>
Cash and cash equivalents, end of year	<u>\$ 7,416</u>

See independent auditors' report and notes to the financial statements

## GET-A-GRIP FRANCHISING, LLC

Notes to the Financial Statements

December 31, 2021

### **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

#### Nature of Operations

Get-A-Grip Franchising, LLC (the Company) filed articles of organization with the New Mexico Public Regulatory Commission on January 9, 2007. The Company is a single member LLC, owned by Get-A-Grip, Inc. The Company is engaged in the business of operating a franchise company. The franchise offered is for a service business engaging primarily in surface restoration activities. There are locations throughout the United States of America.

#### Basis of Accounting

All assets, liabilities, income, and expenses are recorded using the accrual method of accounting.

#### Income Taxes

The Company elected to be taxed as an S Corporation under the provisions of the Internal Revenue Code, which requires the Company's members to be taxed personally on the Company income; therefore, no Company provision or liability for income taxes is required. The results of operations of the Company are combined with the results of operations of the Company's sole member, Get-A-Grip, Inc. for purposes of federal and state income tax reporting. Get-A-Grip, Inc. has elected to be taxed under subchapter S of the Internal Revenue Code and applicable state statutes.

The Company has adopted accounting principles generally accepted in the United States of America as they relate to uncertain tax positions and has evaluated its tax positions taken for all open tax years. The Company is not currently under audit nor has the Company been contacted by any of these jurisdictions.

Based on the evaluation of the Company's tax positions, management believes all positions taken would be upheld under an examination. Therefore, no provision for the effects of uncertain tax positions has been recorded for the year ended December 31, 2021.

#### Financial Instruments

The carrying amounts of cash, receivables, payables, accrued expenses, and other liabilities approximate fair value due to the short maturity periods of these instruments.

#### Use of Estimates

Management uses estimates and assumptions in preparing these financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could vary from the estimates that were used.



## GET-A-GRIP FRANCHISING, LLC

Notes to the Financial Statements

December 31, 2021

### **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

#### Revenue from Contracts with Customers

On January 1, 2020, the Company adopted the Financial Accounting Standards Board's (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers*, and all subsequent amendments to the ASU (collectively, ASC 606). The guidance requires the Company to recognize revenue to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. The guidance also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. Additionally, qualitative and quantitative disclosures are required regarding customer contracts, significant judgments and changes in judgments, and assets recognized from the costs to obtain or fulfill a contract.

ASU 2014-09 requires organizations to exercise more judgment and recognize revenue using a five-step process. The Company's services that fall within the scope of ASC 606 are presented within net sales and are recognized as revenues as the Company satisfies its obligation to the customer. Refer to Note 7, Revenue from Contracts with Customers, for further discussion on the Company's accounting policies for revenue sources within the scope of ASC 606 and services that fall within the scope.

The Company recognizes revenue upon delivery of product to the customer or when services are performed. Revenue is recorded net of shipping and handling costs and net of any applicable sales taxes.

#### Shipping and Handling

Shipping and handling expenses are included in the cost of sales.

#### Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, cash is defined as demand deposits in checking and money market accounts held at banks and short-term investments with maturities of three months or less.

#### Accounts Receivable

Accounts receivable consists of amounts due from franchisees for advertising fees and product purchases. Management reviews the collectability of its receivables and records a reserve for its estimate of uncollectible accounts. Historical bad debts and current facts and circumstances are the primary bases for this estimate. When an account is deemed uncollectible, it is charged off against the allowance. The Company had bad debt expense of \$1,075 for the year ended December 31, 2021. The allowance for doubtful accounts is zero as of December 31, 2021.

## GET-A-GRIP FRANCHISING, LLC

Notes to the Financial Statements

December 31, 2021

### **NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

#### Property and Equipment

Property and equipment are stated at cost and acquisitions in excess of \$1,000 are capitalized. Depreciation is computed using the straight-line method based on the estimated useful lives of the assets as follows:

Vehicles	5 years
Furniture and Fixtures	5-7 years

#### Initial Franchise Fee Revenue

The Company records its franchise fees in accordance with ASC 952-440-50-1, *Accounting for Franchise Fee Revenue*. Initial franchise fees are recorded as revenue when all material services or conditions relating to the sale have been substantially performed by the Company and has no remaining obligation or intent to refund any cash received or forgive any unpaid note or receivable and has substantially performed all of the initial services required under the contract. Commencement of operations by the franchisee shall be presumed to be the earliest point at which substantial performance has occurred, unless it can be demonstrated that substantial performance of all obligations, including services rendered voluntarily, have occurred before that time. A total of 22 franchisees and 8 dealers were in operation as of December 31, 2021.

#### Advertising and Marketing

Fees are charged to franchisees based upon the population in their primary marketing area. Advertising and marketing costs are expensed as incurred and totaled \$65,090 for the year ended December 31, 2021.

### **NOTE 2 - NOTE RECEIVABLE**

The Company entered into a long-term note receivable in July 2019 with a franchisee to finance a portion of the initial franchise fee. The original balance of the note was \$20,000. The note requires the franchisee to pay monthly installments of \$479, including interest at 7.0%, with a final payment to be received in July 2023. Current maturities of the note total \$5,314 for the year ended December 31, 2021. Interest income totaled \$679 for the year ended December 31, 2021. The note is unsecured. The Company considers this note to be fully collectible. Accordingly, no allowance for doubtful accounts is required.

## GET-A-GRIP FRANCHISING, LLC

Notes to the Financial Statements

December 31, 2021

### **NOTE 3 - PROPERTY AND EQUIPMENT**

Property and equipment consist of the following as of December 31, 2021:

Furniture and fixtures	\$	55,284
Vehicles		<u>5,000</u>
Total property and equipment		60,284
Accumulated depreciation		<u>(49,737)</u>
Property and equipment, net	\$	<u>10,547</u>

Depreciation expense totaled \$6,374 for the year ended December 31, 2021.

### **NOTE 4 - RELATED PARTY TRANSACTIONS**

The Company has license agreements with Get-A-Grip, Inc., the Company's sole member. Under the agreement, the Company will have the exclusive right to use and sublicense certain intellectual property rights owned by Get-A-Grip, Inc., including licensed trademarks, patent rights, "know-how", and copyrighted materials. The agreement calls for consideration of \$100 annually for the use of intellectual property. The terms of the agreement continue until the expiration of the last of the intellectual property. Either party can terminate the agreement upon sixty days' written notice if the other party is in material breach of its obligations under the agreement. Get-A-Grip, Inc. assumes all of the Company's obligations and rights under any existing franchise or sublicense agreements. The agreement also terminates upon transfer, insolvency, bankruptcy, or liquidation of assets of the Company.

The Company purchased products from a related party at an agreed-upon rate equal to approximately half of the selling price. The Company also shares employees with a related party and the cost of those employees' time spent working was paid for by the related party on the Company's behalf. Purchases and salaries paid for by the related party on the Company's behalf totaled approximately \$122,000 during 2021.

The Company paid for business expenses and cost of sales on the behalf of the related party totaling approximately \$316,000 during 2021. The intercompany balance due from related party totaled \$413,638 as of December 31, 2021.

The Company pays rent to Get-A-Grip, Inc. for the use of their building and facilities. There is no written agreement. Rental payments made on behalf of the Company were \$67,200 for the year ended December 31, 2021.

## **GET-A-GRIP FRANCHISING, LLC**

Notes to the Financial Statements

December 31, 2021

### **NOTE 4 - RELATED PARTY TRANSACTIONS (continued)**

The Company's expenses are allocated between various related party entities. The allocations of these expenses are based on estimates made by the Company's management.

The Company has a note receivable from a shareholder totaling \$50,000 as of December 31, 2021. The note is due on demand and is expected to be paid by December 31, 2021.

### **NOTE 5 - CASH FLOW INFORMATION**

There were no non-cash financing or investing activities and there was no cash paid for interest or taxes for the year ended December 31, 2021.

### **NOTE 6 - SIGNIFICANT CONCENTRATIONS**

The Company had two major customers which accounted for approximately 31% of total revenues for the year ended December 31, 2021. The Company believes that it had no significant concentrations of credit risk related to these receivables as of year end, and a reserve for potential credit losses is not deemed necessary.

The Company extends credit to its customers in the normal course of business. The Company generally requires no collateral on credit sales to its customers.

The Company had two major vendors with purchases of \$480,854 for the year ended December 31, 2021.

### **NOTE 7 - SUBSEQUENT EVENTS**

Subsequent events have been evaluated through March 29, 2022, the date at which the financial statements were available for issuance, to determine whether such events should be recorded or disclosed in the financial statements for the year ended December 31, 2021.

# Exhibit H

**RECEIPT**

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF GET A GRIP FRANCHISING, LLC OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 DAYS BEFORE YOU SIGN A BINDING AGREEMENT OR MAKE A PAYMENT WITH GET A GRIP FRANCHISING, LLC OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE.

IF GET A GRIP FRANCHISING, LLC DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE AGENCY LISTED IN EXHIBIT A.

SEE EXHIBIT A FOR OUR REGISTERED AGENTS AUTHORIZED TO RECEIVE SERVICE OF PROCESS.

Date of Issuance: \_\_\_\_, 20\_\_\_\_.

Sharon M. Dillard, our Chief Executive Officer, Co-founder and Director of Marketing and Advertising, acts as our franchise seller. Their business address and business telephone number are: GET A GRIP Franchising, LLC, 8905 Adams St N.E., Albuquerque, New Mexico 87113, Tel. # (800) 290-6004 or (505) 268-0929.

I have received a Franchise Disclosure Document dated \_\_\_\_, 20\_\_\_\_. The effective date in certain states may vary from \_\_\_\_, 20\_\_\_\_. See the State Cover Page. This Disclosure Document included the List of Administrators and Agents for Service of Process (Exhibit A), Franchise Agreement (Exhibit B), Table of Contents for Operations Manuals (Exhibit C), Confidentiality, Non-Disclosure and Non Competition Agreements (Exhibit D), State Addenda in those states requiring registration of the franchise if we have registered in that state (Exhibit E), List of Franchisees (Exhibit F) and List of Former Franchisees (Exhibit F-1) and Financial Statements (Exhibit G).

**PROSPECTIVE FRANCHISEE**

\_\_\_\_\_  
(Print or type name of corporation or partnership)

	<u>Name</u>	<u>Signature</u>	<u>Date</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

This page must be signed by an officer of a corporation, the general partner(s) of a partnership, or any individual receiving a copy of the Franchise Disclosure Document and must be returned immediately to: GET A GRIP Franchising, LLC, 8905 Adams St N.E., Albuquerque, New Mexico 87113.