

FRANCHISE DISCLOSURE DOCUMENT



ABBEY CARPET CO., INC.
A Florida Corporation
3471 Bonita Bay Boulevard,
Bonita Springs, Florida 34134
(800) 873-2223
www.abbeycarpet.com

As a franchisee, you will have the right to use the ABBEY marketing and merchandising system for selling floor covering and window treatment products to consumers.

The total investment necessary to begin operation of an ABBEY franchise is between approximately \$23,050 and \$61,900. This includes \$10,000 that must be paid to ABBEY.

This disclosure document summarizes certain provisions of your membership 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, ABBEY 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 all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

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

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

ISSUANCE DATE: MARCH 16, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit H.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ABBEY business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an ABBEY franchisee?	Item 20 or Exhibit H lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration and/or litigation only in Florida. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Florida than in your own state.
2. **Inventory Control.** For each of your showroom, you must make inventory and supply purchases of at least \$350,000 or 80% of your total floor covering and window treatment purchases, whichever is greater. Your inability to make these purchases or to maintain inventory levels at all times may result in termination of your franchise and loss of your investment.
3. **Mandatory Minimum Payments.** You must make minimum service fee and advertising fee payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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

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EXHIBITS:

Exhibit "A"	Membership Agreement
Exhibit "B"	State Specific Amendments to the Membership Agreement
Exhibit "C"	Principal Owner's Statement
Exhibit "D"	State Specific Addenda to the Franchise Disclosure Document
Exhibit "E"	Audited Financial Statements
Exhibit "F"	List of State Administrators
Exhibit "G"	Abbey's Registered Agents for Service of Process
Exhibit "H"	Abbey's Currently Operating Members
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Exhibit "K"	Master Franchisee
Exhibit "L"	State Effective Dates
Exhibit "M"	Receipt

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE A RIDER TO THE MEMBERSHIP AGREEMENT. THESE ADDITIONAL DISCLOSURES AND RIDERS, IF ANY, APPEAR IN EXHIBITS "B" AND "D."

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

A. Abbey Carpet Co., Inc.

The franchisor is Abbey Carpet Co., Inc., which will be referred to in this disclosure document as "we," "us," or "ABBEY". "You" means the person or entity that buys the franchise. If you are a corporation, partnership, or other entity, certain provisions of the membership agreement also apply to your owners/partners and will be noted.

Abbey Carpet Co., Inc. was incorporated in 1958 under the laws of the State of California as a retail carpeting store. Abbey Carpet Co., Inc. started as a family-owned business and by 1966 had grown from one store to eleven stores. In 1966, Abbey Carpet Co., Inc. discontinued operating any retail businesses and operated only as a buying service centered in Sacramento, California. Abbey Carpet Co., Inc. has continued to offer such buying service memberships and in 1971 became one of the first franchises to be registered under California's Franchise Investment Law.

On November 20, 1995, Abbey Carpet Co. of Florida, Inc. was incorporated under the laws of the State of Florida. Effective January 1, 1996, Abbey Carpet Co., Inc. was merged into Abbey Carpet Co. of Florida, Inc. which subsequently changed its name to Abbey Carpet Co., Inc. ABBEY is now a corporation organized and existing under the laws of the State of Florida with its principal offices located at 3471 Bonita Bay Boulevard, Bonita Springs, Florida 34134.

The above referenced merger changed only the state of incorporation of the franchisor. The merger was not intended to affect the business, management, or ownership of ABBEY.

ABBEY has members located throughout the United States. ABBEY does not currently own or operate any retail floor covering outlets; however, Abbey Carpet of Naples, LLC, a company owned by Philip Gutierrez, a person listed in Item 2 below, owns and operates an Abbey Showroom in Naples, Florida and in Bonita Springs, Florida. ABBEY and its predecessor have not sold franchises in any other lines of business during the last 10 years. ABBEY has never done business under another name.

We do not have a parent company.

B. Predecessors of ABBEY

In light of the merger transaction described above, the former Abbey Carpet Co., Inc., a California corporation, could be deemed to be a predecessor of ABBEY. The former address of Abbey Carpet Co., Inc., a California corporation, was 3434 Marconi Street, Suite A, Sacramento, California 95821.

C. Affiliate of ABBEY

Floors To Go, LLC ("FTG") is a Florida limited liability company that was organized on June 3, 2002 under the name Floors To Go Acquisition, LLC and is owned by Philip Gutierrez, ABBEY's Chairman, Chief Executive Officer and sole shareholder. FTG is the owner and franchisor of Floors To Go Showrooms, a floor covering and home fashion franchise. FTG was organized for the sole purpose of acquiring certain assets of Floors To Go, Inc., a California corporation ("FTGI"), and to operate as the franchisor of the Floors To Go System. In June 2002, FTG acquired certain assets of FTGI, with a principal office located at 4295 Business Drive, Shingle Springs, California 95682. FTG has 151 showrooms operating at this time. FTG is located at the same address as ABBEY. FTG is not engaged in any other line of business and has never offered franchises in any other line of business.

D. ABBEY's Agents for Service of Process

ABBEY has authorized various agencies to receive legal service of process for Abbey Carpet Co., Inc. These agents and the states in which they are authorized to receive service of process are set forth in Exhibit "G."

E. Membership Offered

The individual or business entity becoming a member will be licensed for five (5) years to utilize the Abbey System and the Abbey Carpet & Floor™ trademarks, trade names and service marks, as the same currently exist (the "Marks"). Memberships in the Abbey System are offered on both a single-showroom and a multiple-showroom basis, and members that choose to operate more than one Showroom will not be required to pay an Initial Membership Fee (defined in Item 5 below) or any Service Fees or Advertising Fees (defined respectively in Item 6 below) for their additional Showrooms. Only the first Showroom will be required to pay the Initial Membership Fee, and only the first Showroom will be entitled to the \$1,000 sign credit (described in Item 7, footnote 7 below). The minimum purchase requirements are set forth in Item 8 below (see Section 7.1 of the Membership Agreement).

The Abbey System is based upon owner/operators of floor covering showrooms selling to individual consumers from a variety of samples provided by ABBEY. The showrooms then purchase the customer orders from ABBEY approved floor covering and window treatment vendors. This concept is such that a member of the Abbey System can offer a wide variety of quality floor covering and window treatment products to the consumer by selling from samples and then purchasing merchandise necessary to supply a particular consumer's needs at special prices negotiated by ABBEY from designated vendors. The concept eliminates the need to maintain a substantial inventory of floor covering and window treatment products. The special orders of merchandise so sold are obtained from ABBEY-approved floor covering and window treatment vendors at prices that normally are less than those available to a store not participating in the Abbey System.

The Abbey Carpet & Floor membership concept is intended for and directed toward the experienced owner/operator of an existing floor covering store, and accordingly ABBEY does not provide site selection, business financing, employee training, or management supervision before or after the execution of any Abbey Carpet & Floor Membership Agreements. The Abbey System competes with other national floor covering marketing and merchandising systems.

ABBEY is not aware of any regulations applicable specifically to the selling of floor coverings other than laws and regulations applicable to businesses in general, including, without limitation, the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupational Safety and Health Act.

ITEM 2. BUSINESS EXPERIENCE

A. Officers and Directors of ABBEY

Philip Gutierrez - Chief Executive Officer, President, Sole Director and Chairman

Mr. Gutierrez has been employed by ABBEY since 1973 and currently is the Chief Executive Officer, President, Sole Director and Chairman. He is also the Chief Executive Officer, President, and sole manager of FTG. He currently serves as a member of the Board of Directors of the Floor Covering Industry Foundation.

Ted Dlugokienski – Chief Financial Officer, Executive Vice President of Operations and Secretary

Mr. Dlugokienski joined ABBEY in May of 1998 and currently is the Chief Financial Officer, Executive Vice President of Operations and Secretary. He holds the same positions with FTG, in which he has served since June 2002.

David L. Hardy – Executive Vice President of Merchandising and Member Services

Mr. Hardy joined ABBEY and FTG in November 2007 as Executive Vice President of Merchandising and Member Services.

Steven L. Mintz – Vice President of Franchise Development

Mr. Mintz has been the Vice President of Franchise Development for ABBEY since November 1998. He holds the same position with FTG, in which he has served since September 2004.

Bobby Thompson – Vice President of Merchandising and Member Services

Mr. Thompson has been employed by ABBEY and FTG since January 2004 and currently is the Vice President of Merchandising and Member Services.

Bill Wilson – Executive Vice President of Sales and Marketing

Mr. Wilson joined ABBEY in October of 1999 as Marketing Manager and currently is the Executive Vice President of Sales and Marketing. He holds the same positions with FTG, in which he has served since June of 2002.

Gary Phelps – Regional Vice President – Midwest Region

Mr. Phelps joined ABBEY and FTG in March 2014 as Regional Vice President – Midwest Region.

Harold Traister – Regional Vice President – Northeast Region

Mr. Traister joined ABBEY and FTG in September 2008 as Regional Vice President – Northeast Region.

Ken Sherwood – Vice President of Franchise Development – Western and Rocky Mountain States

Mr. Sherwood joined ABBEY and FTG in August 2016 as Vice President of Franchise Development - Western and Rocky Mountain States.

Raymond Fuller – Regional Vice President – Ohio Valley Region

Mr. Fuller joined ABBEY and FTG in November 2020 as Regional Vice President – Ohio Valley Region. Prior to joining ABBEY, from 2001 until July 2020, Mr. Fuller held various positions with Mohawk Industries, including his most recent position; General Manager for the Ohio Valley Region based out of Calhoun, GA which he held from December 2006 through July 2020.

Keith Johnson – Vice President of Merchandising

Mr. Johnson joined ABBEY and FTG in December 2022 as Vice President of Merchandising. Prior to joining ABBEY, Keith worked for QEP / Harris Flooring Group in Boca Raton, Florida from September of 2018 to October of 2022 where he held various positions, most recently Senior Vice President of Sales and Strategic Accounts. From September of 2015 to September of 2018 Keith was Vice President of Sales for Kraus Flooring in Waterloo, Ontario, Canada.

Jeff Andrews – Regional Vice President - Southeast

Mr. Andrews joined ABBEY and FTG in April 2022. He currently serves Georgia, Tennessee, North Carolina, South Carolina, Alabama, and Mississippi. From August 2014 to April 2022, he held positions with Continental Tire Corporation managing the production

and sales of industrial performance films, coatings, and resins sold to flooring manufacturers.

Stephan Killard – Regional Vice President - Northeast

Mr. Killard joined ABBEY and FTG in July 2022. He currently serves Connecticut, Delaware, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, and Virginia. From November 2020 to July 2022, he worked as a sales associate for our Floors To Go member in Long Island, New York.

ITEM 3. LITIGATION

On September 23, 2019, Abbey voluntarily entered into an Assurance of Discontinuance with the State of Washington agreeing that it (i) will no longer include no-recruiting provisions in any of its future membership agreements, (ii) no longer enforce no-recruiting provisions in any of its existing membership agreements, (iii) will not seek to intervene or defend in any way the legality of any no-recruiting provision, and (iv) will endeavor to amend all existing membership agreements with members in the State of Washington to remove any no-recruiting provisions in those members' existing membership agreements.

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

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

A. Single Showroom Membership

Except as provided in Item 5(C) below, as a new member, you will be charged an Initial Membership Fee of \$10,000. This fee is payable as follows: (a) \$1,000 is paid at the time your Membership Agreement is signed; and (b) the remaining \$9,000 is paid through the Abbey CashBack Program (described below) whereby you will grant ABBEY the right to retain all proceeds allocable to you from the Abbey CashBack Program up to the \$9,000 amount or for a five-year time period, whichever occurs first (referred to hereafter as the "CashBack Participation"). If the CashBack Participation does not generate proceeds to ABBEY of \$9,000, whatever lesser amount of proceeds is collected by ABBEY over the five-year participation period on your behalf will be deemed payment in full for your Initial Membership Fee. If your Membership Agreement is terminated prior to completion of the initial five-year term, the remaining balance of the Initial Membership Fee shall be due and payable by you to us in cash immediately upon the date of any such termination.

The Abbey CashBack Program consists of various floor covering and window treatment manufacturers offering CashBack incentives for the purchase of **selected** floor covering and window treatment products. When you purchase such selected carpets and/or floor coverings you will be credited with a cash rebate based upon a percentage of the

selected carpets and/or floor coverings purchased. These percentages range up to 8% of the purchase price of selected items. Such cash rebates will be paid to ABBEY on your behalf when you earn such CashBack incentives. ABBEY will hold such funds, without liability for interest, and after verification of amounts received, and after setting off any amounts that you owe to ABBEY, will distribute such funds to you annually or semi-annually. You are eligible to participate in the Abbey CashBack Program and will be notified on a regular basis of qualifying CashBack items received on your behalf.

The Initial Membership Fee entitles you to participate in the Abbey System and to receive various marketing materials currently available through the Abbey System. Proceeds from the Initial Membership Fee are, in part, profit to us and are, in part, used to pay some of the following costs and expenses incurred by us for: (1) obtaining and screening Members; (2) administering the exclusive territories; (3) providing assistance to Members; (4) accounting fees and legal fees; (5) protection of our commercial symbols, names, Marks and copyrights; (6) developing new product lines, marketing programs and advertising materials; (7) paying salaries and benefits to our management and employees; and (8) marketing and selling memberships.

In addition to the Initial Membership Fee, you will be obligated to make certain other expenditures, which are described in Items 6 and 7 below. Some of these expenditures must be made before you can open your Showroom for business. However, other than the Initial Membership Fee, you will not be required to pay ABBEY or its affiliates any fees or amounts for services or goods received from them prior to the time you open your Abbey Showroom for business.

The Initial Membership Fee is not refundable except that if you reach \$350,000 of first quality, running line purchases, exclusive of promotional products, special purchases and SP's, through the Abbey System within the twelve-month period beginning on the 90th day after the date your membership begins, your Initial Membership Fee will be waived, and all payments you have made for that fee will be refunded to you by ABBEY on or after the fifteenth month after the date your membership begins.

B. Multiple Showroom Memberships

If you open or convert more than one Showroom on or after the execution of your initial Membership Agreement, you will pay the \$10,000 Initial Membership Fee for your first Showroom (see Item 5.A above), but you will not be required to pay an additional Initial Membership Fee or any Service Fees or Advertising Fees (see Item 7 below) for any additional Showrooms that you own and operate. If you add additional Showroom(s) simultaneously with the execution of your first (initial) Membership Agreement then an additional Schedule "A" will be attached to such Membership Agreement for each additional Showroom. If you would like to operate additional Showrooms subsequent to the execution of your initial Membership Agreement, we must approve the opening of such additional Showroom(s), and we may require that you execute the then-current membership agreement (see Section 3.3 of the Membership Agreement). The Early Termination Fee described below applies to each of your Showrooms.

C. Membership Promotions

We may offer promotions for limited periods of time in the form of credits against Initial Membership Fees as part of a program designed to promote the execution of membership agreements, and to encourage the opening of Abbey Showrooms. We may, in the future, change the Initial Membership Fee then being charged to new members.

D. Master Franchisee

ABBEY has a master franchisee that has the right to sub-franchise the Abbey System in Utah, Montana, south-eastern Idaho, and Wyoming, except for Laramie county (see Exhibit "K"). New members located in those territories are required to execute a membership agreement with the master franchisee and are charged an initial membership fee of \$2,000.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks⁽¹⁾
Service Fee (Single or Multiple Showroom) ⁽²⁾⁽³⁾	\$400	10 th Day of Each Month	These fees are non-refundable.
Advertising Fee (Single or Multiple Showroom) ⁽³⁾	\$3,000	Payable semi-annually, in two equal payments of \$1,500	These fees are non-refundable.
Local Advertising ⁽⁴⁾	4%-6% of monthly gross sales ⁽⁵⁾	As Incurred Each Month	Paid to advertising vendors.
Renewal Fee	\$750	At Time of Renewal	This fee is non-refundable.
Insurance	Costs and premiums	As incurred	If you do not obtain or maintain insurance coverage, and we choose to do so on your behalf, you must reimburse us.
Transfer Fee	\$5,000	At Time of Transfer	This fee is non-refundable.
Audit	Cost of audit plus interest on underpayment	Due When Billed	Payable only if audit shows an understatement of at least 2%.

Type of Fee	Amount	Due Date	Remarks ⁽¹⁾
Indemnity	Will vary under circumstances	If incurred, on demand	You must indemnify and reimburse us for our costs and any judgment if we are sued for claims relating to the operation of your franchised business.
Early Termination Fee	\$20,000 to \$50,000	Upon early termination of the Membership Agreement	If the Membership Agreement is terminated prior to completion of the initial five-year term, you will reimburse us for the costs associated with the Redesign of your Showroom. ⁽⁶⁾

Footnotes to table:

- (1) All fees are uniformly imposed by ABBEY and, except as otherwise noted, collected by ABBEY.
- (2) The Service Fee will begin 90 days after you become a member. The purpose of the Service Fee is to offset a portion of the administrative costs associated with managing and servicing ABBEY's relationships with its members, including, without limitation, administrative costs connected to the Abbey CashBack Program and ABBEY's merchandising programs, store design/Redesign (as defined below) programs and business-to-business programs.
- (3) ABBEY reserves the right to reasonably and uniformly increase or decrease the Service Fee and the Advertising Fee from time to time consistent with changes in the demands of the Abbey System. The maximum amount that ABBEY will increase these fees to is \$5,000.
- (4) ABBEY expects, but does not require, that you spend a minimum of 4% to 6% of monthly gross sales per Showroom on local advertising.
- (5) Gross Sales includes all revenue from your Showroom for goods and services, but does not include sales and use taxes, and refunds.
- (6) ABBEY, at ABBEY's expense, will provide and deliver to you at your Showroom the racks, displays and samples necessary to convert your Showroom to an Abbey Showroom as well as a store design consultant to assist you with adapting the Abbey Showroom design package to your Showroom (the "Redesign"). ABBEY will not purchase any tenant improvement items including, among other things, installation of floor coverings in showrooms, furniture, or office equipment. ABBEY estimates

that the cost of the Redesign will be between Twenty Thousand Dollars (\$20,000) and Fifty Thousand Dollars (\$50,000) per Showroom, depending on the size of your Showroom. ABBEY will cover these costs of the Redesign (i.e., non-tenant-improvement-item costs); however, if your Membership Agreement is terminated prior to completion of the initial five-year term, you must pay ABBEY an early termination fee equal to the amount associated with the Redesign of your Showroom less 20% for each full year from the effective date of your Membership Agreement that you remained a member (the "Early Termination Fee"). For example, if you became a member on March 1, 2023, and the cost of your Redesign was \$30,000, and your membership was terminated on January 1, 2026, you would owe us a cash payment equal to \$18,000 ($\$30,000 - [\$30,000 \times (20\% \times 2)] = \$18,000$). The Early Termination Fee shall be due and payable to ABBEY in cash immediately on the date of any such early termination. You will not be required to repay any portion of the cost to Redesign your Showroom if you remain an ABBEY member for the entire initial five-year term.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Membership Fee ⁽¹⁾	\$10,000	\$1,000 ⁽²⁾ upfront fee; \$9,000 from CashBack Participation ⁽³⁾	\$1,000 at signing	ABBEY
Equipment, Fixtures, Other Fixed Assets, Construction, Remodeling, Leasehold Improvements, and Decorating Costs (Optional)	\$7,500 to \$25,000 ⁽⁴⁾	Lump Sum or Independent Financing	When Incurred	Third Parties
Other Displays ⁽⁵⁾ (Optional)	\$400 - \$1,500 per Showroom	Lump Sum	Upon Purchase of Displays	Third Parties
Service Fee	\$400	Periodic	Monthly after three months	ABBEY
Advertising Fee	\$3,000	Lump Sum	Payable semi-annually, in two equal payments of \$1,500	ABBEY
Local Advertising/Promotional Costs	\$0-\$4,000 per Showroom	Periodic	Monthly	Third Parties
Store Signage ⁽⁶⁾	\$1,000-\$5,000 per	As incurred	90 days after	Third Parties

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
	Showroom		signing	
Insurance ⁽⁷⁾	\$250-\$1,500	Per terms of policy	Before signing	Insurer
Professional Fees ⁽⁸⁾	\$500-\$1,500	As incurred	As needed	Third Parties
Additional Funds—Three Months ⁽⁹⁾	\$0-\$10,000	As incurred	As needed	Employees, Expenses and Overhead
TOTAL⁽¹⁰⁾	\$23,050 to \$61,900			

Footnotes to table:

- (1) The Initial Membership Fee is non-refundable except that, if you attain \$350,000 of first quality, running line purchases, exclusive of promotional products, special purchases, and SP's, within the 12-month period beginning on the 90th day after your membership begins, your Initial Membership Fee will be waived, and all payments you have made for that fee will be refunded to you by ABBEY on or after the fifteenth month after the date your membership begins.
- (2) The Initial Membership Fee is paid as follows: (a) \$1,000 is due at signing; and (b) \$9,000 is paid through the participation in the Abbey CashBack Program. ABBEY charges no interest on such deferred payments.
- (3) See Item 5 for an explanation of the Abbey CashBack Program which is based on a percentage of **selected** carpets and floor coverings purchased by you through the Abbey System. Nine Thousand Dollars (\$9,000) of your Initial Membership Fee will be collected from your CashBack Participation over five years.
- (4) You may have construction and related costs in connection with the Redesign of your Showroom which may range from \$7,500 to \$25,000, depending upon the size of your Showroom and the extent of improvements made (see Item 11(B) below).
- (5) If you choose to sell products containing any other trademarks we may license in the future, you will also be required to purchase separate display racks for such products starting at a price of \$400 each (see Item 13 below and Section 4.13 of the Membership Agreement).
- (6) You must install Abbey Showroom signage either on the exterior facade of your Showroom building, prominently displayed in the front window of your Showroom, or on a marquee or free-standing sign in the front of your Showroom. If you use ABBEY's approved sign vendor, ABBEY will credit up to \$1,000 against your future accounts payable for actual costs incurred for Showroom signage upon your providing proof of installation and proper invoices. The ABBEY signage must conform to all specifications provided by ABBEY and be approved by ABBEY before construction, meet all local signage regulations, and be installed within ninety (90) days after the effective date of your Membership Agreement.

- (7) Section 7.8 of the Membership Agreement requires that you have in force an insurance policy before beginning business with ABBEY, at your sole expense, protecting both you and ABBEY and its officers, directors, and employees against losses and with the limits described. The figures in the chart are estimated annual premiums for the minimum amount of insurance required by ABBEY.
- (8) This amount reflects the use of an attorney, accountant, and other consultants both in the purchase of a membership and in the operation of an Abbey System Showroom for up to three months.
- (9) This item estimates your expenses during your initial three-month period of operating your Showroom (other than the items identified separately in the table). These expenses include payroll costs, but not any draw or salary for you. You will need capital to support ongoing business expenses. Assuming you have an established floor covering business, operating an Abbey Showroom is expected to require only minimal additional operating capital. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary to fund the Abbey System during this start-up phase or thereafter.
- (10) These figures are only estimates for the first three months of operation, and ABBEY cannot guarantee that your expenses will not exceed these estimates or that you will not have additional expenses not listed here in starting the business. ABBEY relied on its collective experience of its management in preparing these estimates. ABBEY does not offer direct or indirect financing to members for any items.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to utilize the Abbey System, you must purchase a certain amount of merchandise from the floor covering vendors or manufacturers with whom ABBEY has negotiated favorable group prices and terms. Section 7.1 of the Membership Agreement requires you to purchase, for each of your Showrooms, a minimum of \$350,000 or 80% of your total floor covering and window treatment purchases, whichever is greater, through the Abbey System during the calendar year following the opening of each such Showroom. Therefore, Multiple Showroom Members are required to satisfy minimum purchase requirements for each of their Showrooms. Only those floor covering and window treatment products that ABBEY designates as part of the Abbey System qualify towards the minimum purchase requirements. Failure to meet the minimum purchase requirements for your Showrooms could result in the termination of your membership in the Abbey System. Compliance with the minimum purchase requirements could also be one factor, among others, when determining whether to renew or grant additional showroom memberships.

Since the Abbey Carpet & Floor membership concept is intended for and directed toward the experienced owner/operator of existing floor covering stores, there are no purchases required to establish an ABBEY franchise. ABBEY estimates that required purchases are approximately thirty-seven percent (37%) of total purchases made in operating an ABBEY franchise.

You are prohibited from participating in any other marketing and merchandising system which offers products similar to those offered by ABBEY while a member of the Abbey System (i.e., mill-sponsored programs or buying groups). However, you are permitted to purchase floor covering merchandise sold in your Showrooms from floor covering sources that are not affiliated with the Abbey System, provided that you satisfy the minimum purchase requirements set forth in Section 7.1 of the Membership Agreement.

ABBEY will regularly update its price list to inform you as to the current approved vendors and manufacturers, carpet and floor covering selections and grades, vendor's prices as negotiated by ABBEY, the vendor's distribution arrangements, and other pertinent information.

ABBEY will from time to time research the market for the purpose of evaluating the floor coverings offered and discounts available so that it may update its list of approved merchandise and approved vendors and manufacturers. ABBEY will be responsible for identifying, negotiating with, and approving all suppliers to the Abbey System. However, a member can recommend other suppliers for ABBEY to consider (at no cost to the member or to the supplier being recommended). ABBEY formulates its approach for the Abbey System by emphasizing value and variety. Although ABBEY does not maintain any specific product mix, it attempts to maintain a broad range of floor covering products in wide ranges of cost, quality and styles. ABBEY will negotiate the best vendor prices and discounts available for the Abbey System available at the time. Other than the general guidelines set forth above, ABBEY has no established standards or specifications to disclose to its members or suppliers. There are no approved suppliers in which any of our officers owns an interest.

ABBEY approves or disapproves suppliers based upon the type of floor covering offered, the negotiated price available from each supplier, the delivery terms and conditions provided by each supplier, and the positive or negative feedback ABBEY receives from its members. As an ABBEY member, you will not be entitled to negotiate floor covering purchases for the Abbey System nor will you be authorized to offer any floor covering products under the ABBEY logo's or service marks which are not set forth in the price list.

ABBEY will receive a brokerage fee from each manufacturer or merchandise vendor participating in the Abbey System, based upon the total amount of sales made by each manufacturer or vendor through the Abbey System. You will not be responsible for the payment of this fee. During fiscal year 2022, ABBEY received \$9,984,085 in brokerage fees which represents approximately sixty-nine percent (69%) of the \$14,519,133 in total revenue that ABBEY received. ABBEY also receives certain payments from merchandise vendors for the space such vendors occupy while participating in trade shows and sales shows hosted by ABBEY. The amounts paid by the merchandise vendors vary depending on a number of factors, such as the amount and type of space the vendor requires to display its products, as well as the degree of the vendor's participation within the ABBEY System. ABBEY's affiliate, FTG, does not sell or lease products or services to ABBEY members and, therefore, FTG does not benefit from corresponding revenues.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms), for the benefit of the franchise system. We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

ABBEY requires that each new member place Abbey Showroom signage either on the exterior facade of the member's Showroom building, in the front window of the member's Showroom, or on a marquee or free-standing sign in the front of the member's Showroom, and that such signage will conform to all specifications provided by ABBEY, be approved by ABBEY before construction, meet all local signage regulations, and be installed within ninety (90) days after the effective date of each new member's Membership Agreement. However, since the Abbey Carpet & Floor membership concept is intended for and directed toward the experienced owner/operator of existing floor covering stores, ABBEY does not otherwise impose on new members additional requirements with respect to constructing and improving a business site in connection with such member's establishment of an ABBEY franchise. Other than in connection with the above-referenced signage requirements, ABBEY does not require members to use designated sources or to adhere to ABBEY's standards/specifications in the construction and improvement of such members' Showrooms.

Section 7.8 of the Membership Agreement requires you to obtain the types and amounts of insurance coverage customary in the industry. Such coverage would normally be expected to include liability, automobile and workers' compensation.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

Obligation	Section of Agreement	Disclosure Document Item
a. Site Selection and acquisition/lease	Not applicable	Not applicable
b. Pre-opening purchases/leases	Not applicable	Item 7
c. Site development and other pre-opening requirements	Not applicable	Item 7
d. Initial and ongoing training	Section 5	Item 11
e. Opening	Not applicable	Not applicable

Obligation	Section of Agreement	Disclosure Document Item
f. Fees	Section 6	Items 5, 6 and 7
g. Compliance with standards and policies/ Operating Manual	Sections 3.2, 5.3, 6 and 7	Items 13, 14 and 15
h. Trademarks and proprietary information	Sections 5.3, 4 and 9	Items 13 and 14
i. Restrictions on products/services offered	Section 1.2, Section 9.2(d)	Items 8 and 16
j. Warranty and customer service requirements	Sections 7.1, 7.11 and 9.2	Items 8 and 11
k. Territorial development and sales quotas	Not applicable	Not applicable
l. Ongoing product/service purchases	Subsection 7.1(a)	Item 8
m. Maintenance, appearance and remodeling requirements	Section 6.2, Subsection 7.1(c), and Section 7.3	Items 6, 7 and 11
n. Insurance	Section 7.8	Items 6, 7 and 8
o. Advertising	Sections 6.4 and 7.4	Items 6, 7 and 11
p. Indemnification	Sections 4.12, 7.9 and 7.10	Item 6
q. Owner's participation/ management staffing	Not applicable	Item 15
r. Records/reports	Section 8	Not applicable
s. Inspections/audits	Section 8	Item 6
t. Transfer	Sections 10 and 11	Item 17
u. Renewal	Section 2	Item 17
v. Post-termination obligations	Section 13.3	Item 17
w. Non-competition	Subsection 9.2(d) and Section	Item 17

Obligation	Section of Agreement	Disclosure Document Item
covenants	9.4	
x. Dispute resolution	Section 14	Item 17
y. Territory	Section 1.2 and Schedule "A"	Item 12

ITEM 10. FINANCING

Neither ABBEY nor any of its agents or affiliates offers any financing arrangements, directly or indirectly, to you except that ABBEY permits deferred payment of the Initial Membership Fee which is paid over a period of time in conjunction with the CashBack Participation program (see Section 7.2 of the Membership Agreement). No interest will be charged to you and no separate promissory note will be executed by you. The amount of the Initial Membership Fee which is deferred is \$9,000. You will grant ABBEY the right to retain all proceeds allocable to you from the Abbey CashBack Program up to the \$9,000 amount or for a five-year time period, whichever occurs first. If the CashBack Participation does not generate proceeds to ABBEY of \$9,000, whatever lesser amount of proceeds is collected by ABBEY over the five-year participation period on your behalf will be deemed payment in full for your Initial Membership Fee. If your Membership Agreement is terminated prior to completion of the initial five-year term, the remaining balance of the Initial Membership Fee shall be due and payable by you to us in cash immediately upon the date of any such termination and ABBEY may assess attorneys' fees and other costs associated with the collection of such amount. ABBEY does not require any security interest or personal guaranty from anyone other than the member in connection with this deferred payment of the Initial Membership Fee.

ABBEY has not in the past and does not intend in the future to sell, assign or discount to a third party any note, contract or other obligation of yours which is owed to ABBEY. ABBEY does not arrange financing from other sources, and accordingly, does not receive payments for placing financing.

ABBEY does not guarantee your note, lease or obligation.

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

Except as listed below, ABBEY is not required to provide you with any assistance.

A. ABBEY's Obligations Prior to Opening

Prior to the time you begin participating in the Abbey System, ABBEY is obligated to provide you with advertising material, the price list, and other documents relating to the Abbey System (see Sections 5.2 and 5.3 of the Membership Agreement). Abbey does not have a formal Operations Manual. The price list identifies the approved vendors and manufacturers, carpet and floor covering selections and vendor prices currently available to

ABBEY members. ABBEY members are responsible for establishing the prices they charge to their customers.

B. ABBEY's Obligations During Membership Operation

During the operation of the Abbey System, ABBEY's obligations are limited to selecting floor covering and window treatment products that meet ABBEY's quality standards, negotiating with vendors to offer favorable pricing to ABBEY members (see Section 5 of the Membership Agreement), and providing certain approved artwork, print media presentations, direct mail flyers, promotional materials, point-of-sale formats, audio and video presentations for our approved advertising programs and information we develop for your use in marketing and conducting local advertising for the Showroom at a reasonable cost to you (see Section 6.4 of the Membership Agreement).

ABBEY is also obligated to use its commercially reasonable efforts to:

- (1) maintain the reputation of the Abbey System;
- (2) maintain a wide variety of floor covering and window treatment products at favorable prices; and
- (3) defend the Marks licensed with the Abbey System.

ABBEY is also obligated to provide and deliver to you at your Showroom the racks, displays and samples necessary to convert your Showroom to a ABBEY Showroom, as well as a store design consultant to assist you with adapting the ABBEY Showroom design package to your Showroom (the "Redesign"). ABBEY will not purchase any tenant improvement items, including, among other things, installation of floor coverings in showrooms, furniture, or office equipment (see Section 5.2 of the Membership Agreement).

C. Expected Days to Commence Operations

The typical length of time between the signing of the Membership Agreement and the opening of the member's showroom as an ABBEY Showroom is 30 to 90 days. Since all current ABBEY members have established floor covering stores prior to becoming a member, there are generally no delays occasioned by the new member needing to obtain a lease or to secure financing and building permits. The time period between the signing of the Membership Agreement and the new member commencing use of the Abbey System may be impacted by the length of time needed to ensure that such member's Abbey Showroom signage complies with local zoning and other ordinances and by delays in the installation of equipment, fixtures and signs in connection with the Redesign.

D. Member Training

Since ABBEY members already have experience in owning and operating floor covering stores, ABBEY does not offer an initial training program.

From time to time, ABBEY may offer seminars focused on topics of interest to ABBEY members (e.g., sales and marketing techniques, retail management best practices,

new product offerings, and Internet applications), in which ABBEY members may voluntarily choose to participate. Since these seminars are specifically designed in response to timely issues faced by ABBEY members, the subjects taught, as well as the formats and venues in which such subjects are presented, vary from year to year. There is no predetermined plan with respect to the locations at which such seminars are held; nor is there any predetermined plan with respect to the seminar instructors or the nature of corresponding instructional materials. There are no plans or instructors for the seminars. Attending members are expected to bear the expenses of attending these elective seminars, including lodging and meals.

In addition, ABBEY will hold conferences or conventions at various times to discuss matters such as sales techniques, product selection and costs, performance standards, advertising programs, new products, and operational modifications and updates. You must attend ABBEY's annual convention. ABBEY will bear the cost of your registration fee for your first convention, but you must pay all related travel, lodging and other personal expenses you incur (see Section 5.2(b) of the Membership Agreement). In addition, you must also attend ABBEY's annual convention in subsequent years, in order to receive the full benefit of the Abbey System, and we reserve the right to charge you a fee if you elect not to attend. ABBEY will charge you a registration fee for your attendance at all subsequent annual conventions, and you must pay all related travel, lodging and other personal expenses that you incur during such conventions. The annual conventions, voluntary training programs, and other elective conferences will be held in a location within the United States designated by ABBEY.

During the past 12 months, approximately one hundred percent (100%) of new members enrolled in our voluntary training programs and elective conferences and conventions.

E. Advertising Materials, Fees, Services and Responsibilities

ABBEY will develop advertising materials and marketing programs during the term of your Membership Agreement and provide these materials and programs to you and all ABBEY members (see Section 6.4 of the Membership Agreement). Our members-only website may contain approved artwork print media presentations, promotional materials, direct mail flyers, point-of-sale formats, audio and video presentations for our approved advertising programs as well as the guidelines for and limitations upon their usage. Members are responsible for paying any additional cost of having these audio and video presentations customized for local usage. Multiple copies of these advertising materials and programs will be furnished to you at ABBEY's direct cost of producing them, plus any related shipping, handling and storage charges. One hundred percent (100%) of the Advertising Fees ABBEY received from its members during fiscal year 2022 was used for production and media placement expenses. None of the Advertising Fees that ABBEY received from its members during fiscal year 2022 were used to solicit new franchise sales.

All Advertising Fees paid by you will be used solely for the development of advertising materials and marketing programs for system-wide use and will not be used for marketing individual showrooms or to defray any of ABBEY'S expenses not directly related to the development of these materials and programs. Members, including company-owned

outlets, are required to pay Advertising Fees (payable semi-annually, in two equal payments of \$1,500). Members are not required to participate in any other advertising fund. ABBEY will direct all programs financed by the Advertising Fees, with sole discretion over the creative concepts, materials and endorsements used, market and media selection (including whether the corresponding media coverage is local, regional or national in scope), and the allocation of resources. Advertising Fees may, in ABBEY's sole discretion, be used to pay the costs for preparing and producing customizable artwork, print media, television and radio commercials, as well as for conducting market research, public relations, and paying ABBEY's related administrative expenses.

ABBEY will have absolute discretion with the administration of the funds received as Advertising Fees, including but not limited to, the allocation of the funds, methods of payment, and reimbursement of expenses and advances paid by ABBEY to develop any such advertising materials or programs. The Advertising Fees and earnings, if any, will not otherwise inure to ABBEY's benefit, and ABBEY will maintain separate bookkeeping accounts for these Advertising Fees.

There is currently no advertising council composed of members that advise ABBEY on advertising policies. Members are not presently required to participate in a local or regional advertising cooperative.

Upon your request, we will provide you with a statement setting forth an accounting of our advertising expenditures. However, ABBEY is not responsible for, nor will ABBEY assume any direct or indirect liability or obligation to you with respect to, having independent certified public accountants conduct a separate audit on the receipt and disbursement of the Advertising Fees that ABBEY receives from its Members. All Advertising Fees remaining for any particular year, if any, will be carried forward for use during the next year. ABBEY assumes no other direct or indirect liability or obligation to you with respect to collecting or maintaining the Advertising Fees or with respect to developing advertising materials or with respect to directing or administering the advertising and marketing programs.

F. Computer Hardware and Software

You are not required to install, maintain or use any specified or approved computer system or point-of-sale hardware or any designated software programs to maintain data, business records or customer transactions for your Showroom. ABBEY will not have independent access to any information generated or stored in any electronic cash register or computer system that you use in your Showroom.

H. Internet

1. Website. You will be provided a website, maintained by us, on the domain www.abbeycarpetandfloor.com for each of your Abbey Showrooms. In addition, if you include "Abbey Carpet" or "Abbey Carpet & Floor" in your fictitious trade name and make it a permanent part of your exterior signage, you will have access to several additional pages, which may be customized for your Showroom. The content of these customized pages and any changes thereto will be subject to our prior review and written approval. From time to

time, additional features and benefits may be added to the website, for which we reserve the right to charge a fee to assist in covering costs, including, but not limited to, the costs of developing, implementing and maintaining said features and benefits. If you choose to develop an independent website, it must comply with our trademark, service mark, logo and advertising requirements, as well as any of our applicable policies and procedures. Therefore, among other things, you must (i) obtain our prior written approval of any Internet domain name and home page addresses used for your independent website, (ii) obtain our prior written approval of all hyperlinks and other links to appear on your independent website, and (iii) restrict your use of any materials in which any third party has any interest. Upon your request and our prior written approval, if you include "Abbey Carpet" or "Abbey Carpet & Floor" in your fictitious trade name and make it a permanent part of your exterior signage, a hyperlink to your independent website will be placed on the website that we maintain for your Showroom.

2. Advertising. If you develop or purchase internet-based advertising through email services, search engines, web portals or other internet-based advertising vehicles, you must comply with our trademark, service mark, logo and advertising requirements, as well as any of our other applicable policies and procedures that we may institute from time to time.

ITEM 12. TERRITORY

A. Your Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Specifically, you may face competition from other Abbey Showrooms that we or our affiliates franchise or own and that operate at traditional sites outside your territory. Also, you may face competition from other outlets that we franchise or own, or from other channels of distribution or competitive brands we control, including, but not limited to, competition from the Abbey Floors At Home program.

As part of the Abbey System, ABBEY will grant territorial rights to you which are officially identified in Schedule "A" of the Membership Agreement. Your territory will be determined based on the factors that we deem relevant, which might include population, traffic flow, presence of businesses, location of competitors (including other showrooms), demographics, and other market conditions. You agree to conduct your business under the license granted under the Membership Agreement at the location designated in Schedule "A" of the Membership Agreement and in no other location. If your territory is defined as a radius, it will be measured from your approved Showroom. Otherwise, the boundaries of a territory are typically designated by streets or by the political boundaries of cities as they exist on the date the Membership Agreement is signed.

ABBEY, under Section 1.2 of the Membership Agreement, specifically agrees that it will not open or license any other person or entity to open a Showroom using ABBEY's trade name or service marks within your territory designated in Schedule "A" to the Membership Agreement.

On renewal or relocation of a franchise, the territory may be modified. Depending on the then-current demographics of the territory, and on our then-current standards for territories, if the territory is larger than our then-current standard territory, we may require you or the transferee to accept a renewal territory or a transfer territory smaller than your then-current territory.

You have no options, rights of first refusal, or similar rights to acquire additional franchises. If after the execution of your initial Membership Agreement you wish to open additional showrooms using the Abbey System, and even if the proposed showrooms are within your territory, you must enter into a separate Membership Agreement for each such showroom.

Continuation of your franchise or territorial rights is not directly dependent upon achievement of certain sales volume, market penetration or other contingency. However, failure to achieve the volume purchase requirements set forth in Subsection 7.1(a) of the Membership Agreement does give ABBEY the right to terminate your Membership Agreement (see Subsection 13.2(b)(4) of the Membership Agreement).

We do not restrict you from soliciting or accepting orders from outside your territory, but you do not have the right to use other channels of distribution to make sales outside your territory.

Under the Membership Agreement, you will have the right to move your Showroom to another location, provided that (i) you give us ninety (90) days' prior written notice of the proposed relocation, (ii) the new location is within your existing territory, (iii) the new location otherwise complies with the terms of the Membership Agreement, and (iv) you agree to a revision of your existing territory, as determined by us in our sole discretion. The relocation must be approved in writing by ABBEY. You will be required to continue paying the monthly Service Fee and Advertising Fee during the time between termination of operations at the original Showroom location and commencement of operations at the new Showroom location.

Provided that you are in full compliance with the Membership Agreement, we and our affiliates will not operate or grant a franchise for the operation of another Abbey Showroom at a location within your territory during the term of this Membership Agreement, except under the circumstances set forth below. Otherwise, we and our affiliates retain all rights not expressly granted to you under the Membership Agreement (with respect to, among other things, Abbey Showrooms, the Marks, the sale of similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire), including, but not limited to, the right in our sole discretion:

1. to operate, and to grant others the right to operate, Abbey Showrooms located anywhere outside your territory;
2. to develop, use, and license the rights to any tradenames, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia, or copyrights that we have not licensed to you under the Membership Agreement;

3. to freely and unconditionally do business, or authorize others to do business, under the Abbey Marks, through alternative marketing plans or systems, alternative distribution methods or procedures, and different business formats, at any locations inside or outside your territory;
4. to establish, own and operate, or grant others the right to establish, own and operate, businesses offering dissimilar products and services, at any locations inside and outside your territory, under the Abbey Marks;
5. to establish, own and operate, or grant others the right to establish, own and operate, similar businesses or any other businesses offering similar or dissimilar products and services, through similar or dissimilar channels of distribution (including the Internet and similar electronic media), at any locations inside or outside your territory, under trademarks or service marks other than the Abbey Marks;
6. to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Abbey Showrooms, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, including in your territory;
7. to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at Abbey Showrooms, or by another business, even if such business operates, franchises, and/or licenses competitive businesses in your territory; and
8. to engage in any other activities we and/or our affiliates desire within or outside of your territory that are not specifically prohibited under the Membership Agreement.

We are not required to pay you if we exercise any of the rights specified above inside your territory.

B. Floors To Go, LLC

In 2002, ABBEY's affiliate, Floors To Go, LLC, began offering franchises for floor covering stores under the name "Floors To Go." Floors To Go, LLC currently has 151 franchisees in its system. Members of the Floors To Go System sell floor and window coverings and may compete to a certain extent with your Showroom. Floors To Go does not own or operate any Abbey Showrooms.

There may be overlap between the territories of ABBEY members and the Floors To Go franchisees. There is no limitation on the right of any franchisee to sell products for installation outside of that franchisee's territory.

The conflict resolution provisions of the Membership Agreement will apply to any disputes relating to your ABBEY membership. ABBEY and Floors To Go, LLC will maintain adequate staffing to be able to perform their obligations under their respective franchise agreements. ABBEY does not currently plan to maintain physically separate offices from Floors To Go, LLC.

ITEM 13. TRADEMARKS

ABBEY exercises the rights, title and interest in, together with all the goodwill connected to, the service mark and trademark "Abbey Carpet & Floor™", "Abbey Carpet" and all other marks used in connection with the Abbey System, including any use of the mark "Abbey" in connection with carpet, flooring products and the installation, sale or promotion of such products.

The following table lists all the principal trademarks to be licensed to ABBEY members, including all Federal Trademarks and Service Marks that have been registered with the U.S. Patent and Trademark Office and those for which registration is pending.

UNITED STATES FEDERAL REGISTRATIONS

MARK	REGISTRATION NO.	REGISTRATION DATE	REGISTER
Abbey Carpet	1,725,888	10/20/92	Principal
Abbey Carpet	1,729,786	11/3/92	Principal
Abbey Carpet Logo 	1,733,263	11/17/92	Principal
Abbey Tile	2,222,445	2/9/99	Principal

ABBEY CARPET & FLOOR	3,239,827	5/8/07	Principal
ABBEY CARPET & FLOORS	3,239,427	5/8/07	Principal
 Abbey Carpet & Floor	4,941,242	4/19/16	Principal

Affidavits of Continued Use and Incontestability (§ 8 and § 15 of the Trademark Act of 1946, as amended) and applications for renewal (§ 8 and § 9 of the Trademark Act of 1946, as amended) have been accepted and acknowledged by the U.S. Patent and Trademark Office for the following marks: "Abbey Carpet" (trademark); "Abbey Carpet" (service mark); "Abbey Carpet Logo" (trademark); "Abbey Carpet & Floor" (service mark); "Abbey Carpet & Floors" (service mark) and "Abbey Tile." An Affidavit of Continued Use and Incontestability (§ 8 and § 15 of the Trademark Act of 1946, as amended) has been filed for ABBEY CARPET & FLOOR and Design (Service Mark).

ABBEY has registered the trademarks "Abbey Carpet," "Abbey Carpet Logo," "Abbey Carpet & Floor" and "Abbey Carpet and Floor & Design" with the Canadian Trademark Office. "Abbey Carpet" (Trademark) was registered on January 26, 1996 under Registration No. 453,077. "Abbey Carpet Logo" (Trademark) was registered on April 5, 1996 under Registration No. 456,420. "Abbey Carpet & Floor" (Service Mark) was registered on May 15, 2008 under Registration No. 714,403. "Abbey Carpet & Floor & Design" (Service Mark) was registered on May 15, 2008 under Registration No. 714,414.

There are presently no currently effective material determinations of the U.S. Patent and Trademark Office, Trademark Trial and Appeal Board, The Canadian Intellectual Property Office, the trademark administrator of any state or any court, nor any pending infringement, opposition or cancellation proceeding, nor any pending material litigation involving such trademarks, service marks, trade names, logotypes or other commercial symbols of ABBEY which is relevant to their use in your state or in any other state.

There are no agreements currently in effect that significantly limit the rights of ABBEY to use or license the use of the above-identified trade names and service marks, except as indicated in the Membership Agreement.

ABBEY will defend you against any infringement, unfair competition, or other claim respecting your lawful and authorized use of any name or mark licensed by ABBEY. ABBEY will make reasonable efforts to protect your rights to use the membership trade name and service mark. If any infringement of, or challenge to, your use of the membership trade name and service mark should occur, you are obligated to immediately

provide ABBEY with written notice of the same. ABBEY will then have the sole discretion to take such action as it deems appropriate. The Membership Agreement requires ABBEY to protect and defend the use of all membership related trade names and service marks. ABBEY is required to indemnify you for expenses or damages for any administrative or judicial proceeding involving a mark licensed to you by ABBEY. You agree to indemnify ABBEY for any expenses or damages for any improper or unauthorized use of any licensed mark by you.

To the best of ABBEY's knowledge, there are currently no superior prior rights or infringing uses actually known to ABBEY that could materially affect your use of the membership trade name and service mark in the United States.

You irrevocably agree not to contest, directly or indirectly, ABBEY's ownership, title, right, or interest in its trade name, and any trademarks, service marks, domain names that include the ABBEY trademarks or service marks, trade secrets, methods, procedures, and advertising techniques which are a part of ABBEY's business or to contest ABBEY's sole right to register, use or license others to use such trade names, trademarks, service marks, domain names trade secrets, methods, procedures, and techniques anywhere in the world. You shall not incorporate the words "Abbey Carpet," "Abbey Carpet & Floor," or any other confusingly similar names, marks, or logos associated therewith as part of your legal business name or as part of a domain name, but you are authorized and required to adopt a fictitious trade name incorporating the words "Abbey Carpet & Floor."

ABBEY may from time to time license the right to use certain trademarks of its manufacturers in connection with the sale of products by its franchisees. If you elect to sell products containing any other trademarks ABBEY may license in the future, you will be required to purchase separate display racks for such products.

The other trademarks ABBEY may license in the future are not principal trademarks. Your use of any other trademarks we may license in the future shall be limited to the same rights and obligations you have under ABBEY's principal trademarks described above. You understand that your rights to use such trademarks are terminable under ABBEY's license agreement with such manufacturer and that you have no rights greater than those rights held by ABBEY under such license agreement.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

A. Patents and Copyrights

There are no patents or registered copyrights that are material to the Abbey System. ABBEY claims ownership of, and all copyrights for, all lists, manuals and other written materials originating from ABBEY. Your right to use such materials is governed by the Membership Agreement.

B. Proprietary Information

ABBEY asserts a proprietary interest and right in and to its price list, cashback list, advertising, marketing and merchandising information, and product specifications (the

"Proprietary Information") and all other material provided by ABBEY to you for use with the Abbey System, including without limitation, information you receive on ABBEY's website located at www.abbeyinfolnet.com. You must treat the Proprietary Information, any other materials created for or approved for use in the operation of the Abbey System, and the information contained in them, as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record or otherwise reproduce these materials or otherwise make them available to any person, other than those employees who require access in order for your business to operate under the Abbey System. The Proprietary Information will remain ABBEY's sole property and must be kept in a secure place in your Showroom.

You must not, during the term of the Membership Agreement or after the term of the Membership Agreement, communicate, divulge, or use for the benefit of any other person, partnership, association or corporation any confidential information, knowledge, or know-how concerning the methods of operation of the Abbey System which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of the Membership Agreement (including information, knowledge, or know-how concerning floor covering marketing and merchandising systems, procedures, processes and techniques). You may divulge this confidential information only to those employees who must have access to it in order to operate the Abbey System. Any and all information, knowledge, know-how, techniques, and other data, which ABBEY designates as confidential, will be deemed confidential for purposes of the Membership Agreement. Upon the termination or expiration of the Membership Agreement, you must immediately return to ABBEY any Proprietary Information that was loaned to you, including all copies and supplements thereto, during the term of the Membership Agreement. You must destroy all other proprietary items and dispose of same within ten (10) days after termination or expiration of the Membership Agreement for any reason.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

There is no obligation that you participate in the actual operation of the membership business. However, ABBEY does expect either you or your showroom manager to devote full time and best efforts to the management and operation of the Abbey System. If you are a business entity, the showroom manager is not required to have an equity interest in the ABBEY membership.

ABBEY imposes no limitation as to who will manage the Abbey System in your Showroom, except that such manager must comply with all applicable laws (which may require that the manager obtain a license) and that you must not harm the goodwill associated with the Abbey System and the trade names, trademarks and service marks associated with the Abbey System.

You must ensure that your showroom manager(s) comply fully, with all applicable terms of the Membership Agreement, including, maintaining all trade secrets, not competing with the Showroom, and safeguarding all Abbey System documents, Proprietary Information, etc. provided to you by ABBEY.

If you are a business entity, such as a corporation, limited liability company or limited partnership, our required form of owner's statement, which is attached as Exhibit "C" to this disclosure document (the "Principal Owner's Statement"), describes all of your owners and their interests in you.

ITEM 16. RESTRICTIONS ON WHAT THE MEMBER MAY SELL

With regard to the Abbey System, there are no restrictions on the goods and services which may be offered by you, including competing floor covering products, except that you may not participate in a competing marketing and merchandising system which offers products similar to those offered by the Abbey System while a member of the Abbey System.

The Abbey System may be supplemented, improved, and otherwise modified from time to time by ABBEY. With regard to the Abbey System, the price list will be regularly updated to identify the selected vendors, floor coverings and prices currently available to ABBEY members. You must comply with all of ABBEY's reasonable requirements in that regard, including offering and selling new or different products or services as specified by ABBEY.

We do not impose any restrictions or conditions that limit your access to customers.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Membership Agreement	Summary
a.	Length of the franchise term	Section 2.1	5 Years
b.	Renewal or extension of the term	Section 2.1; Section 2.2	Renewal terms of 5 years each, subject to contractual requirements
c.	Requirements for franchisee to renew or extend	Section 2.2	Notice, compliance with Membership Agreement, sign new Membership Agreement, and pay renewal fee If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new membership agreement that contains terms

	Provision	Section in Membership Agreement	Summary
			and conditions materially different from those in your previous membership agreement, such as different fee requirements and territorial rights.
d.	Termination by franchisee	Section 13.1	Notice, compliance with Membership Agreement, release of liability, subject to applicable state law
e.	Termination by franchisor without cause	Not applicable	
f.	Termination by franchisor with cause	Section 13.2	Failure to comply with Membership Agreement
g.	"Cause" defined—curable defaults	Section 13.2	You have thirty (30) days after notice to cure certain defaults
h.	"Cause" defined—non-curable defaults	Section 13.2	Non-curable defaults include, insolvency, bankruptcy, failure to stay open, failure to meet minimum sales levels, misuse of trademarks and repetition of earlier defaults.
i.	Franchisee's obligations on termination/non-renewal	Section 13.3	Obligations include stop using Abbey System and Marks, and payment of amounts due, including the unpaid portion of your Initial Membership Fee or any applicable Early Termination Fee.
j.	Assignment of contract by franchisor	Section 10	Notice
k.	"Transfer" by franchisee—defined	Sections 11.1, 11.2, 11.3 and 11.4	Includes transfer of interest in Membership Agreement and in member if a business entity, upon death/disability, and change in business form
l.	Franchisor approval of transfer by franchisee	Section 11.1	We have right to approve/disapprove transfer.
m.	Conditions for franchisor approval of transfer	Section 11.1	Includes payment of monies owed and fee; no breach; release of liability; transferee suitability; and execution of

	Provision	Section in Membership Agreement	Summary
			new agreement
n.	Franchisor's right of first refusal to acquire franchisee's business	Not applicable	
o.	Franchisor's option to purchase franchisee's business	Not applicable	
p.	Death or disability of franchisee	Section 11.2	Includes payment of money owed, transferee suitability, assumption of current agreement, release from estate
q.	Non-competition covenants during the term of the franchise	Subsection 9.2(d) and Section 9.4	No participation in other marketing and merchandising systems, subject to applicable state law
r.	Non-competition covenants after the franchise is terminated or expires	Not applicable	
s.	Modification of the agreement	Section 3.2; Section 5.3	Price list subject to change; improvements, additions and changes to Abbey System must be adopted
t.	Integration/merger clause	Section 16.5	Only terms of the disclosure document and Membership Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and membership agreement may not be enforceable.
u.	Dispute resolution by arbitration	Sections 14.1 through 14.3	Must use binding arbitration in certain cases, optional in other cases, subject to applicable state law
v.	Choice of forum	Section 16.2	Florida, subject to applicable state law
w.	Choice of law	Section 16.1	Florida, subject to applicable state law

ITEM 18. PUBLIC FIGURES

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

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a member's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Ted Dlugokienski, Abbey Carpet Co., Inc., 3471 Bonita Bay Boulevard, Bonita Springs, Florida 34134, (800) 873-2223, the Federal Trade Commission and any appropriate state regulatory agencies.

ITEM 20. OUTLETS AND MEMBER INFORMATION

TABLE NO. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2020	447	431	-16
	2021	431	432	1
	2022	432	427	-5
Company-Owned	2020	1*	1*	0
	2021	1*	2*	1
	2022	2*	2*	0

Total Outlets	2020	448	432	-16
	2021	432	434	2
	2022	434	429	-5

* Abbey Carpet of Naples, LLC, a company owned by Philip Gutierrez, a person listed in Item 2 above, owns and operates these Abbey Showrooms.

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2020 TO 2022

State	Year	Number of Transfers
Alabama	2020	0
	2021	0
	2022	0
Alaska	2020	0
	2021	0
	2022	0
Arizona	2020	0
	2021	0
	2022	0
Arkansas	2020	0
	2021	0
	2022	0
California	2020	6
	2021	2
	2022	1
Colorado	2020	0
	2021	0
	2022	0
Connecticut	2020	0
	2021	0
	2022	0
Delaware	2020	1
	2021	0
	2022	0
Florida	2020	3
	2021	4
	2022	0
Georgia	2020	0
	2021	0
	2022	0

State	Year	Number of Transfers
Hawaii	2020	0
	2021	0
	2022	0
Idaho	2020	0
	2021	0
	2022	0
Illinois	2020	0
	2021	0
	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	1
Maryland	2020	0
	2021	0
	2022	0
Massachusetts	2020	0
	2021	0
	2022	0
Michigan	2020	1
	2021	0
	2022	0
Minnesota	2020	0
	2021	0
	2022	0
Mississippi	2020	0
	2021	0
	2022	0

State	Year	Number of Transfers
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	1
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	1
Pennsylvania	2020	1
	2021	0
	2022	1

State	Year	Number of Transfers
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	1
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
Quebec, Canada	2020	0
	2021	0
	2022	0
Totals	2020	12
	2021	6
	2022	6

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS FOR YEARS 2020 TO 2022*

State	Year	Outlets at Start of Year	Outlets Opened	Termin -ations	Non- Renew- als	Re- acquired by Fran- chisor	Ceased Opera- tions Other Reasons	Outlets at End of the Year
Alabama	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
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	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	1	4
Arkansas	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
California	2020	68	3	1	0	0	3	67
	2021	67	0	0	0	0	1	66
	2022	66	1	0	0	0	0	67
Colorado	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Connecticut	2020	5	0	0	0	0	1	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Delaware	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida	2020	38	2	0	0	0	2	38
	2021	38	1	0	0	0	1	38
	2022	38	0	0	0	0	1	37
Georgia	2020	5	0	0	0	0	2	3
	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	1	3
Hawaii	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Idaho	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Termin -ations	Non- Renew- als	Re- acquired by Fran- chisor	Ceased Opera- tions Other Reasons	Outlets at End of the Year
Illinois	2020	15	0	0	0	0	1	14
	2021	14	0	0	0	0	0	14
	2022	14	1	0	0	0	1	14
Indiana	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	2	10
Iowa	2020	6	0	0	0	0	0	6
	2021	6	1	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Kansas	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Kentucky	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Louisiana	2020	8	0	0	0	0	2	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Maine	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Maryland	2020	9	1	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
Massachusetts	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Michigan	2020	16	0	0	0	0	0	16
	2021	16	0	0	0	0	0	16
	2022	16	2	0	0	0	1	17
Minnesota	2020	15	0	0	0	0	1	14
	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	1	13
Mississippi	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Missouri	2020	6	0	0	0	0	2	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4

State	Year	Outlets at Start of Year	Outlets Opened	Termin -ations	Non- Renew- als	Re- acquired by Fran- chisor	Ceased Opera- tions Other Reasons	Outlets at End of the Year
Montana	2020	9	1	0	0	0	2	8
	2021	8	2	0	0	0	0	10
	2022	10	0	0	0	0	0	10
Nebraska	2020	5	0	0	0	0	1	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Nevada	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5
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	13	0	0	0	0	1	12
	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
New Mexico	2020	2	2	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
New York	2020	24	1	0	0	0	1	24
	2021	24	1	0	0	0	2	23
	2022	23	1	0	0	0	1	23
North Carolina	2020	14	0	0	0	0	1	13
	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	1	12
North Dakota	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Ohio	2020	7	0	0	0	0	0	7
	2021	7	1	0	0	0	1	7
	2022	7	1	0	0	0	1	7
Oklahoma	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	1	4
Oregon	2020	12	0	0	0	0	0	12
	2021	12	1	0	0	0	0	13
	2022	13	0	0	0	0	0	13
Pennsylvania	2020	13	0	0	0	0	0	13
	2021	13	0	0	0	0	0	13
	2022	13	0	0	0	0	0	13

State	Year	Outlets at Start of Year	Outlets Opened	Termin -ations	Non- Renew- als	Re- acquired by Fran- chisor	Ceased Opera- tions Other Reasons	Outlets at End of the Year
Rhode Island	2020	1	0	0	0	0	1	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
South Carolina	2020	8	0	0	0	0	0	8
	2021	8	0	0	0	0	1	7
	2022	7	0	0	0	0	1	6
South Dakota	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Tennessee	2020	9	0	0	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	1	8
Texas	2020	29	1	0	0	0	4	26
	2021	26	1	0	0	0	3	24
	2022	24	3	0	0	0	1	26
Utah	2020	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Vermont	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020	11	1	0	0	0	3	9
	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Washington	2020	14	0	0	0	0	1	13
	2021	13	0	0	0	0	0	13
	2022	13	1	0	0	0	1	13
West Virginia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Wisconsin	2020	14	1	0	0	0	0	15
	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	1	14
Wyoming	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Quebec, Canada	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Totals	2020	447	14	1	0	0	29	431

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of the Year
	2021	431	10	0	0	0	9	432
	2022	432	12	0	0	0	17	427

* If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020 TO 2022

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Florida	2020	1*	0	0	0	0	1*
	2021	1*	1*	0	0	0	2*
	2022	2*	0	0	0	0	2*
Total	2020	1*	0	0	0	0	1*
	2021	1*	1*	0	0	0	2*
	2022	2*	0	0	0	0	2*

* These Abbey Showrooms are owned and operated by Abbey Carpet of Naples, LLC, a company owned by Philip Gutierrez, a person listed in Item 2 above.

TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2022

State	Membership Agreements Signed, But Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year (2023)	Projected New Company-Owned Outlets in the Current Fiscal Year (2023)
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	1	0
Arkansas	0	0	0
California	0	3	0
Colorado	0	0	0
Connecticut	0	0	0
Delaware	0	0	0
Florida	0	3	0
Georgia	0	3	0
Hawaii	0	0	0

State	Membership Agreements Signed, But Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year (2023)	Projected New Company-Owned Outlets in the Current Fiscal Year (2023)
Idaho	0	0	0
Illinois	0	1	0
Indiana	0	0	0
Iowa	0	0	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	1	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	1	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
Pennsylvania	0	1	0
Rhode Island	0	0	0
South Carolina	0	0	0
South Dakota	0	0	0
Tennessee	0	0	0
Texas	0	2	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	0	0
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	1	0
Wyoming	0	0	0
Bermuda	0	0	0
Bahamas	0	0	0

State	Membership Agreements Signed, But Outlets Not Opened	Projected New Franchised Outlets in the Current Fiscal Year (2023)	Projected New Company-Owned Outlets in the Current Fiscal Year (2023)
Puerto Rico	0	0	0
Totals	0	17	0

Exhibit "H" lists the names of all of our operating franchisees and the addresses and telephone numbers of their Showrooms as of December 31, 2022. Exhibit "I" lists the franchisees who have signed Membership Agreements for Showrooms which were not yet operational as of December 31, 2022. Exhibit "J" lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Membership Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

There is no trademark-specific franchisee organization associated with the Abbey System.

ABBEY has one master franchisee that has the right to sub-franchise the Abbey System in Utah, Montana, south-eastern Idaho, and Wyoming, except for Laramie county. Franchisees in those territories are required to enter into a membership agreement with the master franchisee rather than ABBEY.

ITEM 21. FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit "E" are the Abbey Carpet Co., Inc. audited financial statements for the years ended December 31, 2022, December 31, 2021, and December 31, 2020. The financial statements were audited by independent certified public accountants.

ITEM 22. CONTRACTS

The following Exhibits contain all the contracts which you will be required to sign in connection with being granted a franchise:

Exhibit "A" Membership Agreement

Exhibit "B" State Specific Amendments to the Membership Agreement (if applicable)

Exhibit "C" Principal Owner's Statement

ITEM 23. RECEIPT

Two copies of an acknowledgment of your Receipt of this disclosure document appear as Exhibit "M." Thank you for printing your full name in the appropriate spaces and for signing and dating both copies. Please return the one marked "Our Copy" to us and retain the one marked "Your Copy" for your records.

EXHIBIT "A"

ABBEEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 16, 2023

MEMBERSHIP AGREEMENT

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Schedule "A"	Showroom Location and Your Territory
Schedule "B"	State Specific Amendments to Membership Agreement
Schedule "C"	Principal Owner's Statement

ABBEY MEMBERSHIP AGREEMENT

Welcome to Abbey Carpet Co., Inc. and our Abbey System. Our method of marketing floor and window covering products, known as the "Abbey Marketing System," is based upon owner/operators of floor covering showrooms, like yourself, selling carpeting, other floor coverings, and window covering products to individual consumers from a designated selection of samples. You will be able to purchase, special order or inventory this merchandise from our approved suppliers.

In addition to the Abbey Marketing System, our "Abbey System" allows you to utilize a merchandising system that includes showroom design, displays, product selection, and interior signage (the "Abbey Merchandising System"). Our goal in developing the Abbey System is to better serve you and your customers.

We own and/or use certain trade names, service marks, and trademarks for the operation of the Abbey System. We believe that this ensures uniform standards of appearance, quality, and operation for all participating showrooms and enhances and protects the use of the Abbey System.

By signing this Membership Agreement (the "Agreement") you agree to the terms and conditions contained herein.

1. Our Relationship

1.1. Your Membership. You will have the right to (a) participate as a member in the Abbey System for the purchase of floor coverings and window covering products, and to indicate to the public that your independent business is operated as part of the Abbey System; (b) participate in the Abbey CashBack Program (see Section 7.2 for details); and (c) adopt and use our selected trademarks, service marks, and trade names with our signs, emblems, and insignia.

1.2. Your Territory. You will be granted the right to conduct your business at the location designated on the attached Schedule "A" ("Your Territory" or "Showroom"). Your Territory will be determined based on the factors that we deem relevant, which might include population, traffic flow, presence of businesses, location of competitors (including other showrooms), demographics, and other market conditions. The Territory may be defined based on geographic boundaries, streets or other criteria, as we determine appropriate. On renewal or transfer of your franchised business, Your Territory may be modified. Depending on the then-current demographics of Your Territory, and on our then-current standards for territories, if Your Territory is larger than our then-current standard territory, we may require you or the transferee to accept a renewal territory or a transfer territory that is smaller than Your Territory. This means that we will not open or license any other person or entity to open a showroom using the "Abbey Carpet" or "Abbey Carpet & Floor" trade name or trademarks within Your Territory. However, you may face competition from other outlets that we franchise or own, or from other channels of distribution or competitive brands we control, within Your Territory, including, but not limited to, competition from the Abbey Floors At Home program. We will not prohibit you from selling products for installation outside of Your Territory nor will we prohibit you from offering other floor covering or window treatment products for sale along with those products available through the Abbey System.

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In other words, we will not restrict you from marketing or soliciting customers outside Your Territory.

2. Term

2.1. Duration/Renewal. Our relationship will begin on the date this Agreement is signed by you and us and will continue for a period of five (5) years (the "Original Term"). You will also have the right to renew your Abbey membership for successive terms of five (5) years.

2.2. Conditions to Renewal. If you would like to renew your Abbey membership for a successive term of five (5) years and you meet the conditions contained in this Section 2.2, you must provide us with written notice, by registered or certified mail, of your exercise of each option, not less than sixty (60) days prior to the expiration of your membership (each a "Renewal Term"). If you do not provide us with such notice and a renewal fee as set forth in Section 6.6, this Agreement will continue on a month-to-month basis until we either (i) send you notice of termination, or (ii) we agree to renew the Agreement pursuant to the terms provided herein, whichever occurs first. Our only conditions to your renewal of this Agreement are that (a) you cannot be in default of any material term or condition of any amendments hereof, or any other agreement in which we are both a party; (b) you execute the then-current Abbey System membership agreement, which agreement shall supersede this Agreement in all respects, and which may contain terms that materially differ from the terms of this Agreement, such as different fee requirements and territorial rights; and (c) you pay the applicable renewal fee (see Section 6.6 for details).

2.3. Notice Required By Law. Where required by law, we will give you notice prior to the expiration of the Original Term or any Renewal Term. This Agreement shall remain in effect on a month-to-month basis until we have given the requisite notice required by such applicable law. If for some reason we are not offering new memberships, or if we are in the process of revising, amending or renewing our form of membership agreement or disclosure document, or if we are not lawfully able to offer you our then-current form of membership agreement at the time you advise us that you desire to renew, we may: (i) offer to renew this Agreement upon the same terms set forth herein for a Renewal Term, or (ii) offer to extend the Original Term or any Renewal Term on a month-to-month basis following the expiration of such Original Term or Renewal Term for as long as it should be necessary or appropriate so that we may lawfully offer our then-current form of membership agreement, which may include territorial rights that are more limited in scope than Your Territory under this Agreement.

3. Your Rights Under Our Relationship

3.1. Membership Rights.

a. As a member, all of your rights under this Agreement are personal and cannot be sold, assigned, transferred, or encumbered in any way, in whole or in part, except as set forth in Article 11. Except as permitted by us, you cannot subfranchise.

b. As a member, you agree that the only rights pertaining to the identification, schemes, standards, specifications, operating procedures, and other concepts

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embodied in the Abbey System to which you are entitled are those that are given to you under this Agreement. You will not be acquiring any ownership or other rights, title, or interests to the Abbey System or the rights licensed hereunder unless expressly granted to you in this Agreement. Any and all goodwill associated with the Abbey System and the rights licensed in this Agreement shall inure exclusively to our benefit.

c. As a member, you agree that we and our affiliates retain all rights not expressly granted to you under this Agreement (with respect to, among other things, Abbey Showrooms, the Abbey Marks (as defined in Subsection 4.1(a)), the sale of similar or dissimilar products and services, and any other activities we deem appropriate, whenever and wherever we desire), including, but not limited to, the right in our sole discretion:

1. to operate, and to grant others the right to operate, Abbey Showrooms located anywhere outside Your Territory;
2. to develop, use, and license the rights to any tradenames, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia, or copyrights that we have not licensed to you under this Agreement;
3. to freely and unconditionally do business, or authorize others to do business, under the Abbey Marks, through alternative marketing plans or systems, alternative distribution methods or procedures, and different business formats, at any locations inside or outside Your Territory;
4. to establish, own and operate, or grant others the right to establish, own and operate, businesses offering dissimilar products and services, at any locations inside and outside Your Territory, under the Abbey Marks;
5. to establish, own and operate, or grant others the right to establish, own and operate, similar businesses or any other businesses offering similar or dissimilar products and services, through similar or dissimilar channels of distribution (including the Internet and similar electronic media), at any locations inside or outside Your Territory, under trademarks or service marks other than the Abbey Marks;
6. to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Abbey Showrooms, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating, including in Your Territory;
7. to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at

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Abbey Showrooms, or by another business, even if such business operates, franchises, and/or licenses competitive businesses in Your Territory; and

8. to engage in any other activities we and/or our affiliates desire within or outside of Your Territory that are not specifically prohibited under this Agreement.

We will not operate, or grant others the right to operate, a business substantially identical to yours within Your Territory under the Abbey Marks. Otherwise, we are not required to pay you if we exercise any of the rights specified above in Your Territory.

3.2. Our Standards and Policies. You agree to follow the standards, policies and programs of the Abbey System, as may be changed from time to time. We may supplement, improve, or alter the methods and procedures with which you are authorized and required to comply with in your use of the Abbey System.

3.3. Multiple Showrooms. We offer you the option, upon our prior approval, of adding additional showrooms to your membership. If you add an additional Showroom or Showrooms simultaneously with the execution of this Agreement, then an additional Schedule "A" will be attached to this Agreement for each additional Showroom. If you would like to operate an additional Showroom or Showrooms subsequent to the execution of this Agreement, we must approve the opening of such additional Showroom(s), and we may require that you execute the then-current membership agreement for each additional Showroom, which may include territorial rights that are more limited in scope than Your Territory under this Agreement.

If you operate more than one Showroom, you will not be required to pay the Initial Membership Fee set forth in Section 6.1 or any Service Fee or Advertising Fee (defined respectively in Sections 6.3 and 6.4 below) for your additional Showrooms, so long as the Service Fees and Advertising Fees are otherwise being paid to us by you under the terms of this Agreement or one of your other membership agreements. If, for any reason whatsoever, the Service Fees or Advertising Fees are not otherwise being paid to us, you shall be required to pay the Service Fee and Advertising Fee set forth in Sections 6.3 and 6.4 of this Agreement.

We do not require any additional membership fees other than the Initial Membership Fee on your first Showroom, and only your first Showroom is entitled to the \$1,000 sign credit set forth in Section 7.3. The minimum purchase requirements set forth in Article 7 will also apply to each additional showroom that you operate. The minimum purchase requirements for each additional Showroom shall be as follows:

Commit to purchasing, for each of your Showrooms, a minimum of \$350,000 or 80% of your total floor covering and window treatment purchases, whichever is greater, through the Abbey System during each calendar year following the opening of each such Showroom. Only those floor covering and window treatment products that we designate as part of the Abbey System qualify towards the minimum purchase requirements.

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4. Our Name and Mark

One of our most valued assets is our intellectual property rights in our name. As such, at no time will you be permitted or authorized, directly or indirectly, to take any action to contest our ownership, title, right, or interest in the "Abbey Carpet" or "Abbey Carpet & Floor" trade names, trademarks, service marks, trade secrets, methods, procedures, or advertising techniques which are a part of our business, or to contest our sole right to register, use, or license others to use such trade names, trademarks, service marks, trade secrets, methods, procedures, or advertising techniques.

4.1. Ownership Rights Defined.

a. Your use of our service marks, trade names, and trademarks, including, but not limited to, Abbey Carpet & Floor, Abbey Carpet, and Abbey Tile (collectively, referred to as the "Abbey Marks" or the "Marks") shall inure to our sole benefit. We are the sole owner of all right, title, and interest in and to the Abbey Marks and goodwill attributed to the use of the Abbey Marks. You expressly disclaim any and all rights, title, and interest in and to the Abbey Marks licensed for your use and to any additional marks introduced by us after execution of this Agreement.

b. All rights in and to the Marks, including, without limitation, trademark, design, patent and copyright rights, other than the user trademark rights specifically granted herein, are reserved to us. Any such rights which may arise in connection with your use of the Marks shall, without any requirement of notice or deed, be our property; provided, however, that you shall have the right, to the extent necessary in exercising your rights as a member hereunder, to the exclusive use of such rights during the Original Term and any Renewal Term of this Agreement only in Your Territory.

c. Whenever requested by us, whether during the term or thereafter, you shall execute such documents and instruments as our legal counsel may deem necessary or appropriate to confirm our ownership of all rights in and to the Marks, to maintain the validity of the Marks, or to obtain or maintain registrations thereof.

d. You agree that the nature and quality of the goods sold by you or on your behalf in connection with Marks shall be subject to our approval, and we shall have the right to inspect the quality of the goods sold under Marks.

e. You may not transfer or assign to anyone, including your employees or independent contractors, your rights to use the Marks or your rights to participate in the Abbey System or any of the Abbey programs.

4.2. Use of Abbey Marks and Names. You shall confine your use of the Abbey Marks to the sale of products and services authorized by us, unless otherwise approved in writing. You shall use the Abbey Marks only in connection with the Abbey System, and such use is specifically limited to your operation within Your Territory. Use of the Abbey Marks or reference to your Abbey location for any other business, event, or purpose is strictly prohibited, except with our prior written consent. If you or an affiliate of yours owns or operates a Floors To Go Showroom or a The Floor Club Showroom, you are expressly

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prohibited from using the Floors To Go name, marks or business address or The Floor Club name, marks or business address in any Abbey advertisement or other form of publicity, which may include newspaper and radio advertisements, signs, billboards, flyers, coupons or similar items. You specifically acknowledge and agree that you are not permitted to use our corporate name or trade names or the Abbey Marks, or any colorable imitations of those Abbey Marks, for identifying, referencing, linking or otherwise connecting to any Internet Web Site or Domain Name other than those Internet Web Sites and Domain Names as are presently, or may be subsequently, owned by or registered to us. You further acknowledge and agree that you shall not be permitted to use or assist others, in any manner whatsoever, with using the Abbey Marks or our corporate name, trade names, trade symbols, logos, emblems, slogans or designs, in whole or in part, to offer or sell any floor covering or window treatment products on or through any Internet Web Site or Domain Name.

4.3. Appearance of Abbey Marks on Items. You shall use the name "Abbey Carpet & Floor" and/or such other names or logos as authorized by us on all display signs, decorations, advertising, carpet, floor covering samples, and other printed and decorative materials used in or on the premises in connection with the advertising, displaying, or selling of *Abbey Carpet & Floor* products or services. You shall cause to appear such legends, markings and notices on all uses of the Marks as we may reasonably require, including, without limitation, appropriate copyright and trademark notices, including the ® and ™ symbols as appropriate.

4.4. Use of Trademark to Identify Site. You are required to use the name "Abbey Carpet & Floor" and/or such other names, marks, or logos as we shall direct within Your Territory (see Section 7.3). We shall have the right to approve such signs in order to ensure that they comply with applicable trademark or trade name requirements and contain such legends and symbols as we shall require.

4.5. Website. You will be provided a website, maintained by us, on the domain www.abbeycarpetandfloor.com for each of your Abbey Showrooms. From time to time, additional features and benefits may be added to the website, for which we reserve the right to charge a fee to assist in covering costs, including, but not limited to, the costs of developing, implementing and maintaining said features and benefits. If you choose to develop an independent website, it must comply with our trademark, service mark, logo and advertising requirements, as well as any of our applicable policies and procedures. Therefore, among other things, you must (i) obtain our prior written approval of any Internet domain name and home page addresses used for your independent website, (ii) obtain our prior written approval of all hyperlinks and other links to appear on your independent website, and (iii) restrict your use of any materials in which any third party has any interest. Upon your request and our prior written approval, if you include "Abbey Carpet" or "Abbey Carpet & Floor" in your fictitious trade name and make it a permanent part of your exterior signage, a hyperlink to your independent website will be placed on the website that we maintain for your Showroom.

4.6. Advertising. If you develop or purchase internet-based advertising through email services, search engines, web portals or other internet-based advertising vehicles, you must comply with our trademark, service mark, logo and advertising requirements, as well as any of our other applicable policies and procedures that we may institute from time to time.

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4.7. Interference with Our Use of Abbey Marks. You shall not interfere in the use of the name "Abbey Carpet & Floor", or any part thereof, or any other of the Abbey Marks by us, any subsidiary or affiliate of us, or any other member; and you shall execute such further documents as are necessary to accomplish this purpose. You shall conduct and operate your business in a manner which will not impair the goodwill associated with the Abbey Marks.

4.8. Your Name. You shall not incorporate the words "Abbey Carpet," "Abbey Carpet & Floor" or any other names, marks, or logos associated therewith as part of your legal business name, but you are authorized and required to adopt a fictitious trade name incorporating the words "Abbey Carpet" or "Abbey Carpet & Floor" and you shall comply with all fictitious name registration statutes. You will, within thirty (30) days after termination of this Agreement, amend your fictitious business name registrations to remove the words "Abbey Carpet" or "Abbey Carpet & Floor" and all marks and logos associated therewith from your business name.

4.9. Protection of Marks.

a. We may seek, in our own name and at our own expense, appropriate trademark protection for the Marks. You shall not seek or acquire any registration or other interest in any of the Marks anywhere in the world.

b. You understand and agree that we shall retain all right, title and interest in the original Marks, as well as in any modifications or improvements made to the Marks by you, except to the extent provided otherwise herein.

c. You acknowledge our exclusive rights in the Marks and acknowledge that the Marks are unique and valuable.

d. You shall not at any time dispute or contest the validity or value of the Marks or our exclusive rights to use and exploit the Marks.

4.10. Related Rights.

a. You acknowledge our ownership of and other rights in connection with the Marks, as well as the validity of all registrations thereof and shall not at any time do or permit to be done any act or thing which will in any way impair our rights.

b. You shall not in any way challenge or contest the validity of the Marks or any of our rights under this Agreement, nor shall you willingly become an adverse party to litigation in which others shall so contest the Marks or our rights. In addition, you shall not in any way seek to avoid or reduce your obligations hereunder because of the assertion or allegation by any person(s) that the Marks or any of them are invalid or by reason of any contest or claim concerning our rights. You further agree not to contest that your rights under this Agreement are solely those of a franchisee and that such rights end upon the termination or expiration of the Agreement as provided herein.

c. Any permutation of the Marks adopted and used by you shall be and become our property and shall be included as Marks subject to this Agreement. You agree that your every use of the Marks shall inure to our benefit, and that you shall not at any

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time acquire any rights in such Marks beyond the license herein provided by virtue of any use you may make of such Marks.

d. You acknowledge that only we may file and prosecute applications for registration of the Marks in any country or jurisdiction and agree that we may, from time to time, pursue such registrations we may deem advisable. You shall cooperate with us in connection with any such filings, but the expenses of preparing and prosecuting such applications shall be borne solely by us.

4.11. Right to Enjoin Improper Use of Marks and Names. We shall protect and maintain all rights to the name and mark "*Abbey Carpet & Floor*" and all related names, marks, or logos against encroachment, misuse, or unauthorized use and against challenges to any rights of your use, as we shall determine in our sole discretion. With respect to any use of the name and mark "*Abbey Carpet*" or "*Abbey Carpet & Floor*" by you under this Agreement, you agree to give such reasonable assistance which we may require in order to defend or protect all rights to said name and mark. In the event that you become aware of any infringement of said name or mark, you shall promptly report such infringement to us, and we shall have the sole discretion to take such action as we deem advisable, at our sole expense.

4.12. Indemnification. We shall indemnify you against any claims for infringement arising out of your use of the Abbey Marks as authorized herein. You shall indemnify us against all claims arising from your improper or unauthorized use of the Abbey Marks.

4.13. Other Trademarks. We may from time to time license the right to use certain trademarks of our manufacturers in connection with the sale of products by our members. If you elect to sell products containing any other trademarks we may license in the future, you will be required to purchase separate display racks for such products.

The other trademarks we may license in the future are not principal trademarks. Your use of any other trademarks we may license in the future shall be limited to the same rights and obligations you have under our principal trademarks described above. You understand that your rights to use such trademarks are terminable pursuant to our license agreement with such manufacturer and that you have no rights greater than those rights held by us under such license agreement. In the event a license agreement is terminated and unless otherwise informed in writing by us, you agree to cease all further use of such trademark and to promptly return any and all products, display racks or other items containing the trademark to us.

5. Our Obligation to You

5.1. Training to be Provided. From time to time, we may offer voluntary training programs regionally which focus on sales and management training. Members electing to participate are expected to pay a per trainee fee, plus transportation, lodging and meals.

5.2. Assistance to Members.

a. We will provide and deliver to your Showroom, at our expense, the racks, displays and samples necessary to convert your Showroom to an Abbey Showroom

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as well as a store design consultant to assist you with adapting the Abbey Showroom design package to your Showroom (the "Redesign"). We estimate that the cost of the Redesign will be between Twenty Thousand Dollars (\$20,000) and Fifty Thousand Dollars (\$50,000) per Showroom, depending on the size of your Showroom. You will not be required to repay any portion of the cost to Redesign your Showroom if you remain an Abbey member for the entire Original Term. We will not purchase any tenant improvement items, including, among other things, installation of floor coverings in showrooms, furniture, or office equipment. We may also, upon your request: (i) provide you with a consultation regarding carpet quality and product mix; and (ii) assist you with resolving problems with merchandise vendors or manufacturers participating in the Abbey System.

b. We may hold conferences or conventions from time to time to discuss matters such as sales techniques, product selection and costs to members, performance standards, advertising programs, new products and programs, and operational modifications and updates. You must attend our annual convention. We will bear the cost of your registration fee for your first convention, but you must pay all related travel, lodging and other personal expenses you incur. You must also attend ABBEY's annual convention in subsequent years, in order to receive the full benefit of the Abbey System, and we reserve the right to charge you a fee if you elect not to attend. We will charge you a registration fee for your attendance at all subsequent annual conventions, and you must pay all related travel, lodging and other personal expenses that you incur during such conventions. The annual conventions, voluntary training programs, and other elective conferences will be held in a location within the United States designated by ABBEY. After the first year, attending members are expected to bear the expenses of attending these elective conferences.

5.3. Proprietary Information. As part of the Abbey System, you will have access on our members-only website to electronic copies of our price list, cashback list, advertising, marketing and merchandising information, and product specifications (this information is collectively referred to as the "Proprietary Information"). As a result, (i) we are and shall remain the owner of any and all Proprietary Information; and (ii) we claim copyright ownership with respect to the Proprietary Information. From time to time we revise and update our Proprietary Information and you agree to adhere to and abide by all such revisions. All Proprietary Information is hereby incorporated into this Agreement. We do not have a formal operations manual.

5.4. Commercially Reasonable Efforts. We agree that we will use commercially reasonable efforts (i) to maintain the reputation of the Abbey System; (ii) to make available through the Abbey System a wide variety of floor covering and window treatment products at favorable prices; and (iii) to defend the Abbey Marks licensed with the Abbey System, as described in Article 4 of this Agreement.

5.5. Rights. We will determine and approve the quality, variety, and wholesale prices of floor coverings and window covering products available through the Abbey System, and we will take all reasonable actions necessary to maintain the quality and standards of such products. We may inspect your operations, service, premises, and management, to determine the quality thereof and the faithfulness of your compliance with the provisions of this Agreement.

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6. Your Obligation to Us

6.1. Initial Membership Fee. The initial membership fee is \$10,000 and is payable as follows:

- a. \$1,000 is due and payable at the time this Agreement is signed by you;
and
- b. \$9,000 paid or funded from your participation in the Abbey CashBack Program.

In order to pay or fund the \$9,000 balance of the initial membership fee, you grant us the right to retain all proceeds allocable to you from the Abbey CashBack Program (see Section 7.2 for details) up to \$9,000 or for a five-year time period commencing on the date Abbey executes this Agreement (the "Effective Date"), whichever occurs first (referred to hereafter as the "CashBack Participation"). If your CashBack Participation does not generate proceeds to pay or fund the \$9,000 within five years, whatever lesser amount of proceeds is collected by us during the five-year period on behalf of your Showroom will be deemed payment in full for your initial membership fee. If this Agreement is terminated prior to completion of the initial five-year term, the remaining balance of the initial membership fee shall be due and payable by you to us in cash immediately upon the date of any such termination.

The initial membership fee is not refundable, except that if you attain \$350,000 of first quality, running line purchases, exclusive of promotional products, special purchases and SP's, through the Abbey System within the twelve (12) month period commencing on the 90th day following the date on which we execute this Agreement, your initial membership fee will be waived, and all payments made by you for such fee will be refunded to you by us on or after the fifteenth month after the Effective Date.

6.2. Showroom Redesign. In order to maximize your Abbey membership, you must Redesign your Showroom to prominently display the Abbey Display System and Abbey Signage (see Section 5.2 for details). If you make any further material renovations or improvements to the Showroom, you are required to promptly furnish us updated photographs of your Showroom.

6.3. Service Fee.

- a. Our monthly service fee is \$400 (hereinafter the "Service Fee"). The Service Fee shall be payable commencing three (3) months after the Effective Date and shall be due and payable thereafter on each successive 10th day of each month.

- b. We reserve the right to reasonably and uniformly increase or decrease the Service Fee from time to time consistent with changes in the demands of the Abbey System, and you agree to pay such an increased or decreased Service Fee.

6.4. Advertising Fee.

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a. In order to promote your membership in Your Territory, an annual advertising fee (the "Advertising Fee") of \$3,000 is payable semiannually, in two equal payments of \$1,500.

b. You will not be responsible for the Advertising Fee for the first three (3) months following the Effective Date of this Agreement (presently valued at \$750.00). The Advertising Fee payable for the first year of this Agreement shall be prorated accordingly.

c. All Advertising Fees paid by you shall be used solely for the development and production of advertising programs and materials to promote the products and services provided by Abbey members to their customers. All Advertising Fees paid by you are for system-wide use and will not be used for marketing individual showrooms. These programs and materials may, as available funds permit, include but not be limited to: (1) in-store point-of-purchase displays, customizable direct mail materials, customizable newspaper and print advertising materials, customizable radio script packages, customizable television commercial packages, and focused multi-media promotions; and (2) periodic updates of our advertising, marketing and merchandising information.

d. For administrative convenience: (1) we will control the management and disbursement of the funds received as Advertising Fees; (2) Abbey Media (a division of Abbey) will serve as the advertising agency primarily responsible for creating and developing the advertising materials which we deem appropriate for the membership Advertising Programs; (3) Abbey Media will be authorized and available to provide local or regional advertising placement services to all members upon request and be compensated for our placement services at a rate not in excess of fifteen percent (15%) of the cost of the requested advertising; and (4) Abbey Media will, upon request, provide advertising consulting and media planning services to you or groups of members for a mutually agreed upon fee.

e. We reserve the right to reasonably and uniformly increase or decrease the Advertising Fee from time to time consistent with changes in the advertising needs of the Abbey System, and you agree to pay such an increased or decreased Advertising Fee.

6.5. **Brokerage Fee.** You are not responsible for any brokerage fees due to us from manufacturers or vendors participating in the Abbey System. You agree to authorize merchandise vendors and manufacturers to inform us of the amount of goods you purchased through the Abbey System.

6.6. **Renewal Fee.** Upon renewal of this Agreement pursuant to Section 2.1 above, we will charge you a modest renewal fee of \$750.

6.7. **Transfer Fee.** We charge a \$5,000 transfer fee if the membership and the rights under this Agreement are transferred in any way. However, no transfer fee will be charged if you assign your membership under this Agreement in connection with a reorganization that does not result in an actual change of your beneficial ownership or if the transfer is to heirs upon your death or disability.

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6.8. Interest on Late Payment. In the event you should fail to pay the Service Fee, the Advertising Fee, or any other fee payable to us under this Agreement within ten (10) days after your due date, you agree to pay interest on the amount due at the rate of one percent (1%) per month for each month that said amount is not paid, but in no event will you pay interest at a rate greater than the maximum permitted by applicable law.

6.9. Set-Off. We reserve the right to setoff any and all amounts which we owe you, including any amounts due to you by us under the Abbey CashBack Program, against any and all amounts which you owe us.

7. Our Expectation

7.1. General Operations. We ask each member to:

- a. Commit to purchasing, for each of your Showrooms, a minimum of \$350,000 or 80% of your total floor covering and window treatment purchases, whichever is greater, through the Abbey System during each calendar year following the opening of each such Showroom. This minimum purchase requirement shall go into effect three (3) months after the Effective Date of the Showroom in question;
- b. Adhere to high ethical standards of business;
- c. Keep the premises and any vehicles or signs displaying any of the Abbey Marks safe, neat, clean, orderly, and in good repair;
- d. Maintain a competent, conscientious, and qualified sales and installation staff;
- e. Train each employee in the types and quality of *Abbey Carpet & Floor* floor coverings and familiarize employees with our price list to the extent necessary and appropriate for said employee to perform his/her duties and functions;
- f. Make prompt payment in accordance with the terms of invoices rendered to you from merchandise vendors and manufacturers for the purchase of floor covering products and other supplies, and for all other obligations necessary to conduct the business operations and to maintain reasonable financial stability and good credit standing, including, but not limited to, demonstrated ability to obtain and maintain credit with such merchandise vendors and manufacturers;
- g. Maintain good customer relations; and
- h. Follow reasonable recommendations that we may make so that the operation of your Showroom shall in no way damage our reputation or the reputation of other members.

7.2. Abbey CashBack Program. You have the right to participate in the Abbey CashBack Program. This program consists of various floor covering and window treatment manufacturers offering CashBack incentives for the purchase of selected floor coverings and window treatments, specifically marked as CashBack eligible. By purchasing such selected

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items, you will receive a cash rebate based upon a percentage of the purchase price of the selected items purchased. These percentages range up to 8% of the purchase price of the selected items. All cash rebates will be paid by the suppliers to us on your behalf. You agree that you will have only one account number with each supplier. We will hold such funds, without liability for interest, and after verification of amounts received, and after setting off any amounts owed to us by you hereunder, will distribute such funds to you, annually or semi-annually. You will be notified on a regular basis of qualifying CashBack terms and any deduction therefrom.

Our goal is to obtain the best possible rebate terms from manufacturers for the Abbey CashBack Program. However, our sole responsibility under the Abbey CashBack Program is to properly distribute to you and our other members the funds paid into the Abbey CashBack Program by participating manufacturers. We are not responsible if a manufacturer changes the terms of its rebate, discontinues its rebate, or fails to pay your rebate. You agree and acknowledge that we have no fiduciary duties with regard to the operation or administration of the Abbey CashBack Program.

In the event you become the subject of a voluntary or involuntary case or proceeding commenced under Title 11 of the United States Code (the "Bankruptcy Code"), you hereby consent to relief from the automatic stay imposed by 11 U.S.C. § 362(a) so we may exercise our right to set-off any funds due and owing to you under the Abbey CashBack Program.

7.3. Showroom Signage. You agree to install outdoor signage identifying your Showroom as an *Abbey Carpet & Floor* Member Showroom either on the exterior facade of your Showroom building, prominently displayed in the front window of your Showroom, or on a marquee or free-standing sign in front of your Showroom. Our signage should not be less than one-half (1/2) the size of the existing store sign. The *Abbey Carpet & Floor* signage must conform to all specifications provided by us and be approved by us before construction, meet all local signage regulations, and be installed within ninety (90) days after the Effective Date. Upon installation of the *Abbey Carpet & Floor* sign, we ask that you provide us with photographs of the installed sign.

If you use our Abbey approved vendor to purchase your outdoor Showroom signage, following installation, you can apply for a sign credit by submitting copies of the invoices for the Showroom sign to us. Upon verification of your use of our Abbey approved vendor and the photographs and invoices, we will issue you a credit of up to \$1,000 on your initial Showroom to offset the actual, verified cost of the sign, which credit shall be applied toward your future payment obligations to us. You must be current on all payments due to us to be eligible for the sign credit. If you make any additional changes to the exterior signage, you are required to promptly furnish us with photographs of such altered signage.

7.4. Advertising and Promotions. In order to promote your Showroom, we expect you to conduct, at your own expense, all local advertising and marketing activities relating to your Showroom. All advertising, marketing and promotional materials which you use in connection with your Showroom must conform to all restrictions and specifications provided by us from time to time. We will not participate in any advertising or promotion of your Showroom, nor will advertising be subject to our approval, except to the extent that any such

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advertising or promotions violate Section 3.2, Article 4, Section 5.3 or this Section 7.4 of this Agreement or could adversely affect the rights licensed by us or the goodwill associated therewith.

7.5. Approved Vendors and Merchandise. For the Abbey System, we will approve such vendors and their products which meet our standards with respect to style, color, quality, value, reliability of vendor's cut order service, our adherence to rigid quality controls, our prompt attention to customer complaints, our distribution system, the amount and types of discounts available, and such other factors as affect the ability of you to service your customers with excellence and favorable pricing. We will cause to be affixed to samples of approved merchandise the "*Abbey Carpet & Floor*" label and other evidence of the Abbey Mark, including our private names for the merchandise. We will regularly inform you as to the approved vendors and manufacturers, floor covering selections and grades, the vendor's prices therefor, the vendor's distribution arrangements, and other pertinent information. We will continually research the market for the purpose of evaluating the floor coverings, and other window treatment products offered and discounts available so that we may continually update our list of approved merchandise and approved vendors. You agree and covenant not to cause to be affixed to samples of non-approved merchandise the "*Abbey Carpet & Floor*" label or any other evidence of the Abbey Mark, including our private names for merchandise.

7.6. Working Capital. You agree to maintain sufficient working capital to pay all obligations incurred which relate to your Showroom when the same are due. Failure to pay such obligations when due could constitute an event of default under this Agreement.

7.7. Relationship of Parties. It is understood between us that you are an independent contractor and are in no way authorized to make any contract, agreement, warranty, or representation on behalf of us, or to create any obligation, express or implied, on our behalf. The parties agree that this Agreement shall not create a fiduciary relationship between us. We will not be liable for any act, omission, contract, debt, tax, or any other obligation of yours. You shall prominently display at your place of business a certificate from us stating that your business is operated by you independent of and separate from Abbey Carpet Co., Inc. We and you shall refrain from making any representation or creating any impression upon any third party or the public that they are partners, associates, joint employers, joint venturers, subsidiaries, principal and agent, or are in any way the agents, fiduciaries or instrumentalities of each other in any sense. We and you shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. We have no relationship with your employees, and you have no relationship with our employees.

7.8. Insurance. Prior to commencement of business with us, you shall procure, at your sole expense, an insurance policy or policies acceptable to us protecting you and us against any loss, liability, or expense whatsoever from personal injury, death, or product liability arising from, or occurring upon, or in connection with such premises, or by reason of your operation of your Showroom. You shall maintain such policy or policies in full force and effect during the term of this Agreement.

a. Your insurance policy shall cover those risks as usually insured against by persons operating like properties in localities where the property operated by

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you is located, including automobile insurance, in amounts sufficient to prevent you from becoming a coinsurer within the terms of the policy or policies in question.

b. The insurance afforded by the policy or policies respecting liability shall not be limited in any way by reason of any insurance that may be maintained by us.

c. A Certificate of Insurance showing compliance with the foregoing requirements shall be furnished by you to us at least annually.

d. Maintenance of such insurance and your performance of your obligations under Sections 7.1 through and including Section 7.8 shall not relieve you of any liability under the indemnity provisions set forth herein, nor shall it operate to render us liable for your acts, omissions, or other liabilities, either in conjunction with or independent of said insurance.

7.9. Indemnification. You agree to indemnify and hold us, our affiliates, successors, assigns and designees of each, and their respective officers, directors, employees, agents, attorneys, owners, designees and representatives, harmless from and against, and reimburse us for any and all claims, demands, losses, damages, judgments, orders, decrees, actions, lawsuits, proceedings, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees and costs of suit) of whatever kind or character (collectively "Claims"), on account of any actual or alleged loss, injury, or damage to any person, firm, or corporation, or to any property, arising out of or in connection with your membership, your Showroom, any and all Claims of your Showroom customers, or the exercise or purported exercise by you of your rights hereunder, except the foregoing does not apply to any Claims: (i) caused by our negligence; (ii) caused by the negligence of our employees, agents, or independent contractors; or (iii) for which we have indemnified you pursuant to Article 4. This indemnification shall survive the termination of this Agreement.

7.10. Litigation.

a. If you are sued by a third party in an action involving this Agreement, or us, or the Abbey Marks or any of our other legitimate business interests ("Covered Litigation"), the following shall occur:

1. Notice. You will notify us in writing within ten (10) days of commencement of the action, suit, or proceeding, or the issuance of any order, writ, injunction, award, or decree of any court, agency, or other judicial or governmental instrumentality.

2. Covered Litigation. Upon receipt of such notice, we will have the right, but not the obligation, to consult with you, unless our interests are adverse. If we wish to select your counsel for litigation involving the protection of our interests, we shall pay the costs of litigation, including, but not limited to, attorneys' fees so incurred; and you shall cooperate fully with us and such litigation counsel.

3. Your Obligation to Pay Judgment or Award. If you are ultimately found by a court of law or an arbitration panel to have been liable for the

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damages or other relief sought, then you shall promptly pay the amount of any judgment or award obtained against you, without reimbursement from us.

4. Settlement Agreements. We will not enter into a settlement agreement that would affect you in any way in a case where you are a defendant, co-defendant, or third party defendant without your consent. Should a settlement agreement be entered into with your consent, both of us, as part of that settlement agreement, shall negotiate responsibility for the attorneys' fees and expenses incurred to the date of the settlement agreement.

5. Attorney/Client Privilege. During the course of any Covered Litigation in which our interests are not adverse, both parties shall be deemed to be joint clients of the litigation counsel; and in that event, no attorney/client privilege shall attach to restrict either parties' right to communicate with and receive information relating to the Covered Litigation.

6. Reservation of Rights. Should we exercise any of our rights under this Section, we hereby reserve any rights we might have to seek indemnification from you in any appropriate case.

7. Right to Intervene. We also reserve the right, in an appropriate case, to intervene in the Covered Litigation and/or file amicus briefs rather than exercising our rights pursuant to Subsection 7.12(a)(2) and paying our own attorney's fees and expenses then required.

b. If you intend to institute a lawsuit, the following shall occur:

1. Notice and Consent. You shall not institute any action related in any way to Abbey or the operation of your *Abbey Carpet & Floor* Showroom without prior notice to and consent from us, unless our interests are adverse.

2. Right to Take Action. We shall have the right upon such notice to take the action contemplated by you in your name, or if appropriate or possible, in our own name, if we determine it to be reasonably necessary in good faith for the continued protection of other members or the Abbey System.

3. Current Obligation for Costs and Fees. In the event we exercise such right, then except as provided below, if damages are recovered, we shall pay current the reasonable costs of any such action, including attorneys' fees.

4. Recovery of Damages and Costs and Fees. Any recovery of money damages shall be shared pro rata between the parties, as the parties' interests may appear; and in such case, the fees and expenses incurred in obtaining such recovery shall be paid first and shared between the parties on the same pro rata basis, with you reimbursing us for fees and expenses paid.

c. In the unlikely event a dispute arises between the parties relating to actions occurring under this Section 7.10 or to apportionment of fees, expenses, or recovery, such dispute shall be submitted to arbitration in accordance with Article 14 below.

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7.11. No Liability; No Warranty. We will not be liable to you for any damages caused or alleged to be caused by: (i) the form of business records required to be kept; or (ii) any supplies or goods purchased from or specified by us. WE SHALL HAVE NO LIABILITY TO YOU FOR ANY DAMAGES CAUSED OR ALLEGED TO BE CAUSED BY ANY SHOWROOM SUPPLIES, FLOOR COVERING PRODUCTS, OR OTHER GOODS PURCHASED FROM OR SPECIFIED BY US. WE EXPRESSLY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY SUPPLIES OR PRODUCTS PURCHASED FROM OR SPECIFIED BY US, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. Your Records

8.1. Record Maintenance and Reporting. In order for us to be able to ensure the accuracy of the money you are entitled to receive under the Abbey CashBack Program, you agree to (a) keep true, complete, and correct books of account and business records in accordance with generally accepted accounting principles; (b) provide us with financial statements upon our request; and (c) keep and maintain records of all purchases indicating which purchases were made through the Abbey System, and make such records available for inspection by our representatives upon request.

8.2. Inspection Rights. We shall have the right during reasonable business hours to audit your books and records relating to your commitment to purchase, for each of your Showrooms, \$350,000 or 80% of your total floor covering and window treatment purchases, whichever is greater, through the Abbey System during each calendar year following the opening of each such Showroom. If an inspection reveals that you have not purchased the requisite amount through the Abbey System, then we have the right to terminate you pursuant to Section 13.2(b)(4) of this Agreement. If an inspection discloses a deficiency of two percent (2%) or more, you agree to reimburse us for all costs and expenses connected with such audit (including, without limitation, reasonable accounting and attorneys' fees).

9. Your Promises to Us

9.1. Your Representations and Warranties. If you are a business entity or partnership, you and any individual member, or any partner, shareholder, member, or beneficiary of a non-individual member (each a "Principal") represent, warrant and covenant that:

a. You are duly organized and validly existing under the state law of your formation and you are duly qualified and authorized to do business in each jurisdiction in which your business activities or the nature of the properties require such qualification;

b. Your execution of this Agreement and the transactions contemplated hereby are within your corporate power, are permitted under all documents governing your organization and management, have been duly authorized, and the person executing this Agreement on your behalf has the requisite authority to bind you to this Agreement;

c. Your ownership interests are accurately described in the Principal Owner's Statement (see Section 11.3). In order to keep our records current, we require that

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you provide us with an updated Principal Owner's Statement if any change of ownership or beneficial interest occurs; and

d. In the event you become the subject of a voluntary or involuntary case commenced under any chapter of the Bankruptcy Code, upon the filing of an appropriate motion by us, you hereby consent to relief from the automatic stay imposed by 11 U.S.C. § 362(a) so we may exercise our right to setoff any funds we hold or owe to you in order to satisfy any and all claims we have or may have against you in such bankruptcy case.

You and your Principals acknowledge and agree that the representations, warranties, and covenants set forth above in Section 9.1(a)-(d) are continuing obligations of you and your Principals, and that any failure to comply with such representations, warranties, and covenants shall constitute a material event of default under this Agreement.

9.2. Obligations. You agree that you will (a) maintain high moral and ethical standards of conduct and shall neither engage in, nor allow others to engage in, deceptive, fraudulent, or unethical practices of any kind in connection with the "Abbey Carpet & Floor" name or Abbey System, nor suffer, nor allow any part thereof to be used for immoral or illegal purposes or in any illegal manner; (b) provide an efficient, courteous, and high quality service to the public; (c) operate your Showroom continuously and in compliance with this Agreement; (d) promote the Abbey System and not provide or participate in any other buying, merchandising, sales or marketing service, group, cooperative, system or franchise for floor covering or window treatment products or accessories which offers products similar to those offered by us while you are a member of the Abbey System; (e) take sole responsibility for the performance of all obligations arising out of the operation of your business, including, but not limited to, workers' compensation, real estate, sales, payroll, franchise, income, personal property, and gross receipt taxes levied or assessed by reason of such operation; (f) indicate clearly the independent ownership of your business in all public records, and that the operations of said business are separate and distinct from the operation of Abbey Carpet Co., Inc.; (g) use all reasonable means to promote and encourage the purchase of *Abbey Carpet & Floor* products by the public, and use your best efforts to create and maintain goodwill among the public towards the names "Abbey Carpet & Floor" and toward the Abbey System; and (h) promptly provide us with written notice of any infringement of, or challenge to, your use of the Abbey Marks.

9.3. Confidentiality.

a. You acknowledge that you are to receive information which we have developed over time at great expense, including but not limited to, our Proprietary Information, trade secrets, operating procedures, and approved suppliers, advertising and marketing materials, specifications, standards and proprietary methods of doing business (collectively the "Confidential Information") and all other material provided by us to you for use with the Abbey System, including without limitation, information you receive on our website located at www.abbeyinfolnet.com. You also acknowledge that this information is not generally known in the industry and is beyond your own present skills and experience, and that to develop it independently would be expensive, time-consuming and difficult. You further acknowledge that the Confidential Information provides a

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competitive advantage and will be valuable in the development of your Showroom, and that gaining access to it is therefore a primary reason why you entered into this Agreement.

b. At all times, both during the Original Term of this Agreement, including any Renewal Term thereof, and after its expiration or termination for any reason, you agree to keep strictly confidential and in trust (except as we may otherwise consent to in writing) and not to disclose, or make any use of, the Confidential Information, in whole or in part, or any amendments, inserts or forms, including any revisions thereof, or any other trade secrets, business plans, marketing plans and strategies, customer lists or other subject matter pertaining to our business or the business of any of our members, affiliates, clients, customers or consultants which we provide pursuant to our obligations to you, except otherwise provided in this Agreement and the Confidential Information. You also agree not to deliver, reproduce or in any way allow any such trade secrets, confidential information, knowledge, data or other information, or any documentation relating thereto, to be delivered or used by any third parties without the specific prior written consent of a duly authorized representative of us.

c. You agree to limit the access of your employees to the Confidential Information and any other trade secrets, confidential information, knowledge, data or other proprietary materials on a need-to-know basis for performing your obligations pursuant to this Agreement.

d. You hereby represent that your performance of all the terms and conditions of this Agreement do not and will not breach any agreement or duty to keep in confidence any proprietary information, knowledge or data acquired by you in confidence or in trust prior to entering into this Agreement. You agree that you will not disclose to us, or induce us to use, any confidential or proprietary information or material belonging to any third party or enter any agreement, either written or oral, in conflict herewith.

e. You acknowledge that in the event of a breach of this Section 9.3, we will be irreparably injured and without an adequate remedy at law. In such an event, we will therefore be entitled to seek a temporary, preliminary and/or permanent injunction without the need to show actual or threatened harm or to post a bond or other security. This remedy shall be in addition to any other remedies we may have under this Agreement, at law or in equity.

9.4. Covenant Not to Compete During Term of Agreement. You agree, that during the Original Term and any Renewal Term of this Agreement, you will not, within Your Territory or anywhere outside Your Territory, either directly or indirectly, individually or as a shareholder, director, officer, partner, lender, consultant, representative, agent or employee of any, firm, partnership, corporation or business entity:

a. Engage in or advise any business whose products or methods of operation are similar to ours, our subsidiaries' or affiliates' or any of our members';

b. Own, manage, operate, sell, control or participate in the ownership, management, operation, sales or control or be connected in any manner with any business competing with any business in which we now or may hereafter become engaged;

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c. Canvass or solicit any business from any present, former or prospective customer of ours, any of our affiliates, or any of our members -- or advise any such customer to curtail or cancel their business with us, any of our affiliates, or any of our members;

d. Divert or attempt to divert any business of the *Abbey Carpet & Floor Showroom* licensed under this Agreement to any competitor by direct or indirect inducements or otherwise, or to do or perform directly or indirectly, any other act injurious or prejudicial to the goodwill associated with our Marks and the franchise system; or

e. Disclose to any person, firm or corporation the name of, or business arrangement with, any of our present, former, future or prospective suppliers or customers, or any of those of our subsidiaries, our affiliates or any of our members.

9.5. Legal Fees and Costs.

a. In the event we incur reasonable costs and expenses, including, without limitation, paralegal or attorneys' fees, in connection with your failure to comply with any term, condition or obligation under this Agreement, you shall promptly reimburse and pay us for such costs and expenses within ten (10) days of request for same.

b. The prevailing party in any litigation, arbitration or other dispute resolution proceeding shall be entitled to recover from the other party: (i) all of its reasonable costs and expenses, including, without limitation, paralegal and attorneys' fees, incurred prior to the commencement of such litigation, arbitration or other dispute resolution proceeding in connection with any failure of the other party to comply with any term, condition or obligation under this Agreement; and (ii) all of its reasonable costs and expenses, including, without limitation, any court fees or costs, any arbitration fees or costs (including any payable to the American Arbitration Association), research fees and costs (including any incurred with online research providers, such as Westlaw), investigation fees and costs, discovery costs, court reporter and transcription fees and costs, compensation payable to the arbitrators, and paralegal and attorneys' fees, whether incurred in connection with such litigation, arbitration or other dispute resolution proceeding, or in connection with any appellate, enforcement, collection or bankruptcy proceedings.

10. Transfer Of Agreement By Us

We may assign or transfer this Agreement, and if so, it shall be binding upon and inure to the benefit of our successors and assigns. We shall give you at least sixty (60) days' notice of any proposed assignment or transfer of this Agreement.

11. Transfer Of Membership By You

11.1. Requirements for Transfer.

a. Neither you nor any of your equity owners shall, without our prior written consent, by operation of law or otherwise, attempt to sell, assign, transfer, convey, give way or encumber to any person, this Agreement, your interest in your membership or your interest in any proprietorship, partnership or business entity which owns any interest

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in your membership. Any transfers shall be binding upon and inure to the benefit of your successors and assigns. An unauthorized transfer, however, shall be null and void and shall constitute a material default hereunder. We require the following in order to consent to your transfer:

1. You must provide us with written notification of such proposed transfer at least ninety (90) days in advance;

2. All accrued money obligations of yours owed to us, our subsidiaries, or our assigns shall be satisfied prior to the assignment or transfer;

3. The transferee(s) shall meet our standards of qualifications, including, but not limited to, financial strength and business experience;

4. The transferee(s) shall jointly and severally execute both or either (as we shall direct):

a. A membership agreement and other ancillary agreements with us on our then-current standard forms, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement; and/or

b. A written assignment between you, transferee(s), and us (in a form satisfactory to us) with transferee(s) assuming all of your obligations;

5. You or the transferee(s) shall pay to us the Transfer Fee; and

6. Two representatives of the transferee(s) shall attend a two-day training program at our headquarters in Bonita Springs, Florida prior to our consent to transfer. We will reimburse transferee(s) for all reasonable costs relating to travel and lodging incurred by the two representatives for their attendance at this two-day program.

b. We will approve or disapprove the proposed transferee(s) within sixty (60) days after notification. If we fail to disapprove the proposed transferee(s) within this time, the transfer shall be deemed approved. Upon such transfer, transferee(s) shall assume the remaining term of the transferor's current membership agreement. Subsequent renewals can be made in accordance with the terms as set forth in transferee(s)' new agreement. Upon our approval of the transfer, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the transfer), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees) regarding your previous participation in the Abbey System.

11.2. Transfer to Heirs Upon Your Death or Disability. In the event of your death or incapacity (or, if you are a partnership or business entity, the death or incapacity of a partner or equity owner), the executor, administrator, personal representative, guardian or other person acting in a like capacity shall have six (6) months from the date of death or judgment of incapacity to either: (i) assume and be bound by the terms of this Agreement; or (ii) sell and transfer the membership to another person under the conditions as set forth in Section 11.1 above. If your legal or personal representative elects to assume this Agreement,

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he/she shall comply, or cause your estate to comply, with Subsections 11.1(a)(2),(3),(4) and (5) above. Provided, however, that if your legal or personal representative has not assumed the obligations under this Agreement or sold the membership within such six (6) month period, we may terminate this Agreement.

11.3. Business Entity Member. If you are a business entity, a list of all of your shareholders, partners, or other investors who own or hold a direct or indirect equity interest and a description of the nature of their respective interests is set out in the Principal Owner's Statement attached as Schedule "C" to this Agreement. Each of the persons referenced as a Principal agree to execute the Principal Owner's Statement attached hereto as Schedule "C." You must notify us in writing within ten (10) days of any change in the information set forth in this Section.

11.4. Change of Your Form of Business. You shall promptly notify us of any changes in your form of business (i.e., from corporation to partnership, etc.) or in your ownership or management and provide us with the following: (i) a list of any new partners, shareholders, owners, or management for our approval; and (ii) your new entity and any partners, officers, directors, shareholders, owners, or managers of such new entity shall jointly and severally execute such documents as necessary (in a form satisfactory to us) to assume and continue all of your obligations under this Agreement.

11.5. Consent Does Not Constitute Waiver. Our consent to an assignment or transfer of any interest subject to the restrictions of this Section 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 compliance with any of the terms or conditions hereof by the assignee or transferee.

12. Relocation of Your Showroom

For your convenience, you will have the right, during the term of this Agreement, to relocate your Showroom provided that: (i) you give us ninety (90) days' prior written notice of such proposed relocation; (ii) the new location for the Showroom is within Your Territory; and (iii) the new location of the Showroom otherwise complies with the terms of this Agreement and you agree to a revision of Your Territory as determined by us in our sole discretion. We must consent in writing to the change of location, which consent will not be unreasonably withheld. Upon your request, we may waive your Service Fee and Advertising Fee while you are in the process of relocating. Such payment waiver shall in no event extend beyond ninety (90) days.

13. Termination and Defaults

13.1. Termination by You. You have the right to terminate this Agreement at any time upon doing the following: (a) giving us at least twelve (12) months' prior notice of the proposed termination; and (b) complying with the terms and conditions of Section 13.3. Upon the expiration or termination of this Agreement, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees) regarding your previous participation in the Abbey System.

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13.2. Termination by Us.

a. We may only terminate this Agreement prior to the expiration of your term for good cause or as specified in Subsection 13.2(b) below. Good cause shall include, but not be limited to, your failure to comply with any lawful requirement of this Agreement or any of the agreements that are attached as schedules to this Agreement, after being given notice of the failure and thirty (30) days to cure the failure. The description of any default in any notice given by us hereunder to you shall in no way preclude us from specifying additional or supplemental defaults in any action, arbitration, hearing or suit relating to this Agreement or the termination thereof.

b. Only in the following instances may we give you immediate notice of termination without opportunity to cure:

1. The parties agree in writing to terminate this Agreement;
2. You make a material misrepresentation relating to your acquisition of the membership, or you engage in conduct which reflects materially and unfavorably upon the goodwill and reputation of our business or the Abbey System, including, but not limited to, a failure to represent the Showroom as "Independent";
3. You fail to comply with any federal, state, or local law or regulation applicable to the operation of your Showroom for a period of ten (10) days after notification of noncompliance;
4. You fail to achieve the volume purchases through the Abbey System as agreed to in Subsection 7.1(a);
5. You fail to timely install the Showroom signage as required by Section 7.3;
6. You fail to obtain and maintain credit with merchandise vendors and manufacturers for the purchase of floor covering products and other supplies;
7. You, after curing any failure in accordance with Subsection 13.2(a), engage in the same noncompliance whether or not such noncompliance is corrected after notice;
8. You repeatedly fail to comply with one or more requirements of this Agreement, whether or not corrected after notice;
9. You disregard the requirements set forth in Section 7.2 by attempting to obtain direct payment of cash rebates from, and/or multiple account numbers with, any supplier;
10. You or any person controlling, controlled by, or under common control with you shall be convicted of a felony or any other criminal misconduct which is relevant to the operation of your business;

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11. You fail to pay any Service Fees, Advertising Fees, or other amounts due to us within five (5) days after receiving notice that such fees are overdue;

12. You fail to maintain the confidentiality of the Proprietary Information or any other documents or material provided by us, or you are found to have disclosed, disseminated, or otherwise made available such information to any other person or entity not directly employed by you at your Showroom, or you have breached any provisions of Sections 9.3 or 9.4;

13. You assign, attempt to assign, transfer, or convey the Marks or goodwill attached thereto, or if you use or permit the use of the Marks in a manner not permitted under this Agreement, or if you use or permit the use of the Marks in a manner or at a location not authorized by us under this Agreement;

14. You attempt to assign or transfer your rights under this Agreement, other than in accordance with Article 11;

15. You default under any of your obligations relating to any one of the Abbey Showrooms governed by this Agreement or any other agreement (the "Defaulting Showroom"), in which event we may, at our option, terminate either (i) your rights to operate the Defaulting Showroom or (ii) your rights to operate all of your Abbey Showrooms, whether or not such showrooms are governed by this Agreement;

16. Your Showroom ceases operations without our consent for any reason for five (5) consecutive business days under circumstances whereby we could reasonably conclude that you no longer intend to operate the Showroom. However, upon our written approval, you may discontinue operations for a reasonable period of time, which in no event shall exceed one hundred eighty (180) days, in the case of fire, condemnation, or acts of God; or

17. Except as prohibited by federal bankruptcy law, you or any person controlling, controlled by, or under common control with you shall become the subject of a voluntary or involuntary case commenced under the Bankruptcy Code; or a receiver, permanent or temporary, of the business, assets, or property of you or any such person, or any part thereof, is appointed by a court of competent authority; you or any such person shall request the appointment of a receiver or make a general assignment for the benefit of creditors; or there is a judgment against you or any such person in the amount of Ten Thousand Dollars (\$10,000) or more which, after all rights of appeal have been exhausted, is not satisfied or released within thirty (30) days; or the bank accounts, property, or receivables of you or any such person are attached and such attachment proceedings are not dismissed within thirty (30) days; or execution is levied against the business or property of you or any such person; or a suit to foreclose any lien or mortgage against your Showroom, the premises thereof, or equipment thereon is instituted and not dismissed within thirty (30) days. If you become the subject of a voluntary or involuntary case commenced under the Bankruptcy Code, upon the filing of an appropriate motion by us, you hereby consent

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to relief from the automatic stay imposed by 11 U.S.C. § 362(a) so we may, at our election, unilaterally terminate this Agreement post-petition in accordance with the terms and provision of this Agreement. You agree to waive any and all rights you may have under 11 U.S.C. § 365 to challenge any such decision by us in the event of a bankruptcy filing.

c. Unless otherwise provided in Article 13, in the event any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement and the parties hereto shall limit our rights of termination hereunder or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions on termination required by such laws and regulations. We shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

13.3. Rights and Duties of Parties Upon Expiration or Termination.

a. If this Agreement is terminated prior to completion of the Original Term, you must pay us an early termination fee equal to the amount associated with the Redesign of your Showroom less 20% for each full year from the Effective Date of this Agreement that you remained a member (the "Early Termination Fee"). For example, if you became a member on March 1, 2023, and the cost of your Redesign was \$30,000, and your membership was terminated on January 1, 2026, you would owe us a cash payment equal to \$18,000 ($\$30,000 - [\$30,000 \times (20\% \times 2)] = \$12,000$) = \$18,000). The Early Termination Fee shall be due and payable to us in cash immediately on the date of any such early termination. This Early Termination Fee applies to each Showroom we Redesign.

b. Upon termination or expiration of this Agreement, you shall immediately cease to be a member and shall fully comply with the following conditions.

1. You shall promptly pay all sums owing to us under the terms of this Agreement and addenda or amendments hereto, including, but not limited to, the unpaid portion of your initial membership fee or any applicable Early Termination Fee. We retain the right to setoff any and all amounts owed to you by us, including any amounts due to you under the Abbey CashBack Program, against any and all amounts due to us by you. Said sums shall include all damages, costs, and expenses, including reasonable attorneys' fees, if any, incurred by us by reason of default on your part, whether or not such occurs prior to or subsequent to the termination or expiration of this Agreement; and said sums shall include all costs and expenses, including reasonable attorneys' fees, incurred by us in obtaining injunctive or other relief to enforce the provisions of this Agreement;

2. You shall promptly discontinue use of all floor covering samples, labels, display racks, Proprietary Information, advertisements, and any other items bearing the Abbey Marks or relating to the Abbey System (the "Proprietary Items") and shall promptly remove all such Proprietary Items from the Showroom and totally deidentify the Showroom premises as being or ever having been an Abbey Carpet & Floor Showroom. You must destroy all Proprietary Items and dispose of same within

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ten (10) days after termination or expiration of this Agreement for any reason. You shall be prohibited from copying, disseminating, or in any other manner disclosing or using any Proprietary Information and other proprietary materials, all of which you acknowledge to be our trade secrets;

3. You shall remove the Abbey Marks from all Showroom signage, interior and exterior;

4. You shall cease to utilize the Abbey System;

5. You shall immediately cease to use, by advertising or in any manner whatsoever, the name "Abbey Carpet," "Abbey Carpet & Floor" and any forms, slogans, signs, marks, symbols, and devices used in connection with the operation of an *Abbey Carpet & Floor* independent Showroom. You shall not represent or advertise that we were formerly parties to this Agreement or that you did business under our trademarks or trade names; and

6. You shall take such action as shall be necessary to cancel any assumed name or equivalent registration which contains the name "Abbey Carpet," "Abbey Carpet & Floor," or any of our other trademarks, and you shall furnish to us evidence satisfactory to us of compliance with this obligation within thirty (30) days after said termination.

c. No right or remedy herein conferred upon or reserved to us is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder.

d. Termination or expiration of this Agreement shall not affect your rights to operate other independently owned *Abbey Carpet & Floor* Showrooms in accordance with the terms of any other membership agreements until and unless such other membership agreements, or any of them, are terminated or expire in accordance with their terms.

e. Notwithstanding any provision herein contained providing for the termination of this Agreement, all obligations of the parties hereto which expressly arise upon or after the termination of this Agreement shall survive such termination.

14. Arbitration

Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its validity, the termination thereof, or a breach thereof (in any such case, a "Dispute"), shall be resolved pursuant to the following:

14.1. Initiation. Any party wishing to initiate consideration of a Dispute hereunder shall first give written notice (a "First Notice") to the other party setting forth in reasonable detail the nature of the Dispute. Both parties shall then use their best efforts to negotiate in good faith to diligently resolve the Dispute within fifteen (15) days of the giving and receipt of the First Notice. If the Dispute remains unresolved after the expiration of this fifteen (15) day period, then the party that delivered the First Notice shall give written notice to the

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other (a "Dispute Notice"), which notice shall set forth a full disclosure of all factual evidence and a statement of the applicable legal basis of the dispute; *provided, however*, that (i) failure to provide such disclosure or to state any such legal basis shall not operate as a waiver of such legal basis or operate to preclude the presentation or introduction of such factual evidence in any subsequent arbitration or proceeding or otherwise constitute a waiver of any right or claim which a party may then or thereafter possess; and (ii) any settlement proposal made or provided shall be deemed to have been made or provided as part of a settlement discussion and may not be introduced in any arbitration or proceeding without the prior written consent of the party making such disclosure and/or statement.

14.2. Negotiating Teams. Upon giving and receipt of a Dispute Notice, each party shall appoint a negotiating team consisting of not less than one and not more than three representatives (each a "Negotiating Team"). The Negotiating Teams shall commence meeting within ten (10) days of receipt of the Dispute Notice and shall thereafter meet and negotiate in good faith for a period of not less than thirty (30) days to attempt to resolve the Dispute. During such 30-day negotiation period, a party asserting a claim for damages or equitable relief or any defense thereto against any other party shall disclose to the other party all previously undisclosed factual evidence and legal basis of such claim or defense; *provided, however*, that (i) failure to provide any such disclosure or to state any such legal basis shall not operate as a waiver of such legal basis or operate to preclude the presentation or introduction of such factual evidence in any subsequent arbitration or proceeding or otherwise constitute a waiver of any right or claim which a party may then or thereafter possess; and (ii) any settlement proposal made or provided shall be deemed to have been made or provided as part of a settlement discussion and may not be introduced in any arbitration or legal proceeding without the prior written consent of the party making such disclosure and/or statement.

14.3. Arbitration. If the Negotiating Teams fail to resolve the Dispute within the 30-day negotiation period set forth above, any party may notify the other party of such failure by delivery of a written notice (a "Final Dispute Notice"). Upon the giving or receipt of a Final Dispute Notice, any unresolved Dispute, including without limitation, any disagreement regarding the interpretation or the operation of this Agreement, shall be determined by final and binding arbitration under the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in the county in Florida in which we maintain our principal office, or such other mutually agreed upon location before a panel of three arbitrators. One arbitrator shall be selected by each of the parties, and the third arbitrator shall be selected by the two arbitrators designated by the parties. The arbitrators shall have the authority to award to the prevailing party all of its reasonable costs and expenses identified in Section 9.5 above, including, without limitation, paralegal and attorneys' fees. The arbitration award shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction. It is explicitly agreed by each of the parties hereto that no such arbitration shall be commenced except in conformity with this Article 14.

14.4. Interim Relief. Notwithstanding any provisions of Article 14 set forth above, any party to this Agreement may seek, at any time from any court having jurisdiction, any preliminary, interim or provisional relief or measures, including, without limitation, preliminary or temporary injunctive relief with respect to any violation of Sections 3.1(a), 4,

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9.3, 9.4, 11.1(a), or 13.3(a)(2)-(a)(6), without violating the agreement to arbitrate set forth above, and without waiving the right to arbitrate.

15. Notices

15.1. Address for Notice. All notices hereunder shall be in writing and shall be duly given by hand delivery or sent by facsimile, registered or certified mail, via overnight delivery, postage prepaid, addressed:

If to us at: Abbey Carpet Co., Inc.
3471 Bonita Bay Boulevard
Bonita Springs, Florida 34134
Attention: Ted Dlugokienski
Fax No. (239) 948-0990

If to you at: the address set forth on the signature page to this Agreement,
or

at such other address as such party shall have specified by notice to the other party hereunder. Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing.

15.2. Notice to Your Employees. If we are unable to locate one of your authorized Principals at the current address(es) known to us, we are hereby authorized by you to send or give notices required by this Agreement to any manager employed to operate the Showroom, and you hereby appoint every such manager your agent to receive such notices.

16. Interpretation, Modification, And Execution

16.1. Governing Law. This Agreement shall be interpreted, construed and governed according to the internal laws of the State of Florida, and not the laws pertaining to choice or conflict of laws, thereof, except that:

a. The laws of the state in which the franchised business is to be located which govern the offer, sale, and registration of franchises, including, without limitation, any so-called "Little FTC Act" of such state, shall apply to the offer, sale, and registration of the *Abbey Carpet & Floor* membership granted by this Agreement and not such laws of the State of Florida (unless the franchised business is to be located in Florida);

b. The laws of the jurisdiction in which any action to enforce any covenants not to compete provided or referenced herein shall govern such covenants not to compete, without giving effect to the principles pertaining to choice or conflict of laws thereof.

c. The U.S. Trademark Act Of 1946 (Lanham Act, 15 U.S.C. §1051 *et seq.*) shall govern all matters related to your use of the Abbey Marks, and the Federal Arbitration Act (9 U.S.C. §1 *et seq.*) shall govern all matters related to arbitration. To the

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extent that the Federal Arbitration Act is found inapplicable for any reason, then the provisions of the Florida Arbitration Code (Fla. Stat. Chapter 682) shall govern all matters related to arbitration.

16.2. Venue. The parties hereby consent to the jurisdiction of the courts of the State of Florida, County of Lee, or, if it has or can acquire jurisdiction, in the United States District Court for the Middle District of Florida, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any action or proceeding and waives any objection to venue laid there. You agree to and hereby designate the Secretary of State as your agent for receipt of service of process, provided that a copy of such service of process is mailed, return receipt requested, to your last known mailing address. Neither you nor any assignee, successor, heir or personal representative of yours will join together with any other franchisee of Abbey in bringing any litigation against Abbey, including Abbey's affiliates, successors, assigns and designees of each, and their respective officers, directors, employees, agents, attorneys, owners, designees and representatives of all of the foregoing (the "Abbey Parties"); nor will you maintain any claim against any of the Abbey Parties in a class action, whether as a representative or as a member of a class or purported class; nor will you seek to consolidate, or consent to the consolidation of, all or any part of any litigation by either of them against any of the Abbey Parties with any other litigation against any of the Abbey Parties.

16.3. Waiver of Jury Trial. Neither you, or any assignee, successor, heir or personal representative of yours, nor we shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of this Agreement, or any related agreement, or the dealings or the relationship between or among such persons or entities, or any of them. Neither party nor any such other person or entity will seek to consolidate any such action, in which a jury trial has been waived, with any other action in which a jury trial cannot or has not been waived. The provisions of this Section have been fully discussed by the parties hereto, and the provisions hereof shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this Section will not be fully enforced in all instances.

16.4. Gender and Number. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include singular and plural and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any section or clause herein may require the same, as if such words had been fully and properly written in the appropriate number or gender.

16.5. Entire Agreement. This Agreement and any agreement or document referenced herein, and any schedules attached hereto or thereto, constitutes the entire, full, and complete agreement between the parties concerning the subject matter hereof and supersedes all prior agreements. No other representation has induced you to execute this Agreement, and there are no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein which are of any force or effect with reference to this Agreement or otherwise, except those which may be contained in this Agreement and any addenda thereto or in the disclosure document. Nothing in this Agreement is intended to disclaim or require, nor shall it disclaim or require, you to waive reliance on any representation made in the most recent disclosure document (including its

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exhibits and amendments) that we delivered to you or your representative, subject to your voluntary waiver of any specific contract terms or conditions set forth in the disclosure document and reflected in this Agreement (including any riders or addenda signed at the time of the Agreement) based on any agreed-upon changes. No amendment, change, or variance from this Agreement shall be binding on any party unless executed in writing by the parties. No field representative of ours has the right or authority to make oral or written amendment or modification to this Agreement, and any purported amendment or modification made by such field representative shall not be binding upon any of the parties hereto.

16.6. Joint and Several Obligations. If you consist of more than one individual or entity, your liability under this Agreement shall be deemed to be joint and several.

16.7. Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

16.8. Non-Waiver of Rights. Failure of either party to enforce any provision, or waiver by either party of any default, shall not operate as a waiver of successive defaults, and all the rights of the parties shall continue notwithstanding one or more such failures or waivers. The failure of either party to insist at any time upon strict performance or enforcement of any one or more of the terms, conditions, or obligations herein, or the failure to exercise any rights hereunder, shall not be deemed an abandonment thereof, and the same shall continue in full force and effect notwithstanding one or more waivers.

Further, we shall have the right to waive, reduce, or defer any payments, fees, or charges due to us from you at our option without impairing our rights to collect any payments, fees, or charges accruing thereafter, nor shall it affect our right to collect full payments, fees, or charges from all other members. You shall be eligible for consideration of any such waiver, reduction, or deferral only if we are requested in advance to make such consideration, and we expressly grant any such waiver, reduction, or deferral in writing.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

16.9. Cost of Enforcement. In the event of any default on the part of either party hereto, in addition to any other remedies of the aggrieved party, the party in default shall

Abbey Carpet Co., Inc.
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pay to the aggrieved party all amounts due and all damages, costs, and expenses, including reasonable attorneys' fees, incurred by the aggrieved party as a result of any such default.

16.10. Remedies Cumulative. All rights and remedies of the parties enumerated in this Agreement shall be cumulative, and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised and enforced concurrently.

16.11. Business Entities. Each reference in this Agreement to a corporation or partnership shall be deemed to also refer to a limited liability company and any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

16.12. No Third Party Beneficiaries. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, or shall be deemed, to confer upon any person or legal entity other than you, us, our officers, directors and personnel and such of either parties' respective successors and assigns as may be contemplated (and, as to you, authorized by Article 11), any rights or remedies under or as a result of this Agreement.

16.13. State Required Addendum. If the franchise regulatory authority for the state in which you are located requires certain terms and conditions to be included in this Agreement, such terms and conditions will be found on the state-required amendments attached hereto as Schedule "B" and incorporated herein by reference.

16.14. Employment Policies. You are solely responsible for all labor and employment related-matters and decisions related to your Abbey Showroom, including hiring, firing, promoting, demoting and compensation (including through wages, bonuses, or benefits) your employees. You must ensure that your employees are qualified to perform their duties in accordance with our standards. We do not require you to implement any employment-related policies or procedures.

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Abbey Carpet Co., Inc.
MEMBERSHIP AGREEMENT

Please sign the Agreement where indicated and it will become effective as of the date and year executed by us below.

ATTEST:

MEMBER

Witness

By:_____

Name:_____

Witness

Title:_____

**NAME AND ADDRESS OF PERSON
TO RECEIVE NOTICE**

E-Mail Address:_____

We have duly executed and delivered this Agreement to be effective as of the date and year executed by us below.

ATTEST:

ABBHEY CARPET CO., INC.
a Florida corporation

Witness

By:_____

Name: Ted Dlugokienski

Witness

Title: Chief Financial Officer, Executive
Vice President of Operations and
Secretary

Effective Date:_____

SCHEDULE "A"

**SHOWROOM LOCATION and
YOUR TERRITORY**

SCHEDULE "A"

SHOWROOM LOCATION AND YOUR TERRITORY

Your *Abbey Carpet & Floor* Showroom (the "**Showroom**") shall be at the following street address:

The attached map delineates your protected geographic area ("**Your Territory**") in which the Showroom will be located, as mutually agreed upon prior to execution of the Membership Agreement. The following is a description of Your Territory:

If you are establishing an additional Showroom or Showrooms simultaneously with the execution of your Membership Agreement, you acknowledge and agree that, notwithstanding the number of Showrooms established, you shall be deemed to have executed a separate Membership Agreement for each such Showroom and your rights and obligations with respect to each such Showroom shall be governed by the Membership Agreement.

IN WITNESS WHEREOF, the parties have agreed to this Schedule on this ____ day of _____, _____.

FRANCHISOR:

MEMBER(S):

ABBEY CARPET CO., INC.

(signature of authorized officer)

(printed name of business entity)

Ted Dlugokienski
(name of authorized officer)

(authorized signature)

Chief Financial Officer, Executive Vice
President of Operations and Secretary
(title of authorized officer)

(printed name of authorized signatory)

(individual signature)

(printed name of individual)

SCHEDULE "B"

**STATE SPECIFIC AMENDMENTS
to
THE MEMBERSHIP AGREEMENT**

Required by

*HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA,
NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, WASHINGTON and WISCONSIN*

PLEASE SEE EXHIBIT "B" FOR STATE SPECIFIC AMENDMENTS

SCHEDULE "C"

PRINCIPAL OWNER'S STATEMENT

PLEASE SEE EXHIBIT "C" FOR PRINCIPAL OWNER'S STATEMENT

EXHIBIT "B"

ABBEEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 16, 2023

STATE SPECIFIC AMENDMENTS

TO

THE MEMBERSHIP AGREEMENT

***HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NORTH DAKOTA,
RHODE ISLAND, SOUTH DAKOTA, WASHINGTON
and WISCONSIN***

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-1

Hawaii Amendment

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E-1 *et seq.*, the parties to the attached Membership Agreement (the "Agreement") agree to amend the Agreement as follows:

1. Section 13 of the Agreement shall be supplemented by the addition of the following new Section 13.4, which shall be considered an integral part of the Agreement:

13.4 **Your Interest Upon Termination.**

Upon termination or refusal to renew or extend the franchise either by us or you for any reason, you will have no interest in the goodwill or intangibles of the franchised business or equity in the franchise, apart from the leasehold, fixtures, equipment and supplies you have purchased. We shall have the right (but not the duty unless required by Hawaii Rev. Stats. § 482E-6(3)), to be exercised by notice of intent to do so within thirty (30) days after termination or expiration of this Agreement, to purchase any and all improvements, equipment, advertising and promotional materials, products, supplies, inventory and any other items bearing our Marks at current fair market value. If we cannot agree with you upon a fair market value within a reasonable time, we shall designate an independent appraiser, and the appraiser's determination of fair market value shall be binding. If we elect to exercise any option to purchase herein provided, we shall have the right to set-off all amounts due to us from you under this Agreement and the cost of the appraisal, if any, against any payments to be made for any such purchase.

2. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law are met independently without reference to this Hawaii Amendment.

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**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-1

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Hawaii Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice

President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-2

Illinois Amendment

In recognition of the requirements of Illinois Franchise Disclosure Act (815 ILCS 705 §§ 1 - 44) and the Rules promulgated thereunder (4 Ill Admin Code §§ 200.100-901) the parties to the attached Membership Agreement (the "Agreement") agree to amend the Agreement as follows:

1. Notwithstanding anything in Section 16.1 of the Agreement or otherwise in the Agreement to the contrary, Illinois law governs the agreement(s) between the parties to this franchise.
2. Pursuant to the Illinois Franchise Disclosure Act (815 ILCS 705 § 4), any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, arbitration may take place outside of Illinois.
3. Notwithstanding anything in the Agreement to the contrary, pursuant to the Illinois Franchise Disclosure Act (815 ILCS 705 § 41), any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
4. Sections 705/19 and 705/20 of the Illinois Franchise Act provide rights to Franchisees concerning nonrenewal and termination of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control.
5. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this Illinois Amendment.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Illinois Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice
President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-3

Indiana Amendment

In recognition of the requirements of the Indiana Franchise Acts, Ind. Code §§ 23-2-2.5 and 23-2-2.7, the parties to the attached Membership Agreement (the "Agreement") agree to amend the Agreement as follows:

1. Subsection (c) of Section 3.1 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

(c) As a member, you agree that we and our affiliates retain all rights not expressly granted to you under this Agreement (with respect to, among other things, Abbey Showrooms, the Abbey Marks (as defined in Subsection 4.1(a)), the sale of similar or dissimilar products and services, and any other activities we deem appropriate, whenever and wherever we desire), including, but not limited to, the right in our sole discretion:

1. to operate, and to grant others the right to operate, Abbey Showrooms located anywhere outside Your Territory;
2. to develop, use, and license the rights to any tradenames, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia, or copyrights that we have not licensed to you under this Agreement;
3. to freely and unconditionally do business, or authorize others to do business, under the Abbey Marks, through alternative marketing plans or systems, alternative distribution methods or procedures, and different business formats, at any locations inside or outside Your Territory;
4. to establish, own and operate, or grant others the right to establish, own and operate, businesses offering dissimilar products and services, at any locations inside and outside Your Territory, under the Abbey Marks;
5. to establish, own and operate, or grant others the right to establish, own and operate, similar businesses or any other businesses offering similar or dissimilar products and services, through similar or dissimilar channels of distribution (including the Internet and similar electronic media), at any locations inside or outside Your Territory, under trademarks or service marks other than the Abbey Marks;
6. to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Abbey Showrooms, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating;
7. to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction) by a business providing products and services similar to those provided at Abbey Showrooms, or by another business; and

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-3

8. to engage in any other activities we and/or our affiliates desire within or outside of Your Territory that are not specifically prohibited under this Agreement.

Abbey Carpet Co., Inc. will not operate, or grant others the right to operate, a business substantially identical to yours within Your Territory under any other trade name. Otherwise, we are not required to pay you if we exercise any of the rights specified above inside Your Territory.

2. Section 7.11 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

You agree to indemnify and hold us harmless from and against, and reimburse us for any and all claims, demands, losses, damages, judgments, orders, decrees, actions, lawsuits, proceedings, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees and costs of suit) of whatever kind or character (collectively "Claims"), on account of any actual or alleged loss, injury, or damage to any person, firm, or corporation, or to any property, arising out of or in connection with the membership, your Showroom, any and all claims of your Showroom customers, or the exercise or purported exercise by you of your rights hereunder, except the foregoing does not apply to: (i) Claims caused by our negligence; or (ii) the negligence of our employees, agents, or independent contractors; (iii) any Claims for which we have indemnified you pursuant to Section 4; or (iv) Claims arising out of your proper reliance on or use of procedures or materials provided by us. This indemnification shall survive the termination of this Agreement.

3. The last sentence of Section 11.1(b) of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon the our approval of the transfer, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our officers, directors, agents and employees as of the date of the transfer), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees as of the date of the transfer), excluding only such claims as you may have based upon or arising from Indiana's Franchise Acts.

4. The last sentence of Section 13.1 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon the expiration or termination of this Agreement, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the expiration or termination), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees as of the date of the expiration or termination), excluding only such claims as you may have based upon or arising from Indiana's Franchise Acts.

5. Section 16.2 of the Agreement shall be supplemented by the following provision which shall be considered an integral part of the Agreement:

This section shall not in any way abrogate or reduce any rights of franchisees as provided for under Indiana's Franchise Act (Indiana Code § 23-2-2.7-1(10)). A provision

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-3

in a franchise agreement limiting litigation brought for breach of the franchise agreement in any manner whatsoever (e.g., 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.

6. Section 16.3 of the Agreement shall be deleted in its entirety and shall have no force or effect.
7. Each provision of this Indiana Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of Indiana's Franchise Acts are met independently without reference to this Indiana Amendment.

THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-3

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Indiana Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice
President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-4

Maryland Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. §§ 14-201 through 14-233, the parties to the attached Membership Agreement (the "Agreement") agree to amend the Agreement as follows:

1. The last sentence of Section 11.1(b) of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon our approval of the transfer, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the transfer), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees as of the date of the transfer), excluding only such claims as you may have based upon or arising from the Maryland Franchise Registration and Disclosure Law.

2. The last sentence of Section 13.1 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon the expiration or termination of this Agreement, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the transfer), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees as of the date of the expiration or termination), excluding only such claims as you may have based upon or arising from the Maryland Franchise Registration and Disclosure Law.

3. Section 16.2 of the Agreement shall be supplemented by the addition of the following sentence, which shall be considered an integral part of the Agreement:

We have filed an irrevocable consent to be sued in Maryland, and you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Section 16.5 of the Agreement shall be supplemented by the addition of the following sentence, which shall be considered an integral part of the Agreement:

Franchisee's representations in this Section are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

5. Each provision of this Maryland Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Maryland Amendment.

6. Any claims arising under Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-4

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Maryland Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice

President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-5

Michigan Amendment

In recognition of the requirements of the Michigan Franchise Investment Law, Mich. Comp. Laws §§ 445.1501 through 445.1546, and of the Rules and Regulations promulgated thereunder by the Michigan Attorney General's Office, the parties to the attached Membership Agreement (the "Agreement") agree as follows:

1. The last sentence of Section 11.1(b) of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon our approval of the transfer, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the transfer), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees as of the date of the transfer), excluding only such claims as you may have based upon or arising from the Michigan Franchise Investment Law.

2. The last sentence of Section 13.1 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon the expiration or termination of this Agreement, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the expiration or termination), and against our subsidiaries or affiliates, (and their respective officers, directors, agents and employees as of the date of the expiration or termination), excluding only such claims as you may have based upon or arising from the Michigan Franchise Investment Law.

3. Each provision of this Michigan Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Michigan Franchise Investment Law or the Rules and Regulations promulgated thereunder by the Michigan Attorney General are met independently without references to this Michigan Amendment.

THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY

**ABBAY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-5

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Michigan Amendment to the to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBAY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice

President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-6

Minnesota Amendment

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Membership Agreement (the "Agreement") agree as follows:

1. The first sentence of Section 4.11 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

We shall protect and maintain all rights to the name and mark "Abbey Carpet & Floor" and all related names, marks, or logos against encroachment, misuse, or unauthorized use and against challenges to any rights of your use, to the extent required by Minnesota Statutes §80C.12, Subd. 1(g).

2. The first sentence of Section 4.12 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

We shall indemnify you against any claims for infringement arising out of your use of the Abbey Marks as authorized herein, to the extent required by Minnesota Statutes §80C.12, Subd. 1(g).

3. The second sentence of Section 9.3(e) of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

In such an event, we may seek a temporary, preliminary and/or permanent injunction.

4. The last sentence of Section 11.1(b) of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon our approval of the transfer, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the transfer), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees as of the date of the transfer), excluding only such claims as you may have that have arisen under the Minnesota Franchise Act and/or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

5. The last sentence of Section 13.1 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon the expiration or termination of this Agreement, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the expiration or termination), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees as of the date of the expiration or termination), excluding only such claims

ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT

Exhibit B-6

as you may have that have arisen under the Minnesota Franchise Act and/or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

6. Section 13 of the Agreement shall be supplemented by the addition of the following new Section 13.4, which shall be considered an integral part of the Agreement:

13.4 Termination and Non-Renewal Rights Under Minnesota Law.

The parties acknowledge that Minnesota law provides franchisees with certain termination and non-renewal rights and that Minnesota Statutes §80C.14, Subds. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the Membership Agreement. To the extent that any provisions of Section 13 of the Membership Agreement are inconsistent therewith, the provisions and requirements of said Minnesota Law shall supersede Section 13.

7. Section 16.2 of the Agreement shall be supplemented by the following provision which shall be considered an integral part of the Agreement:

Minnesota Statutes §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 membership 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 by the laws of the jurisdiction, or your rights to consent to liquidated damages, termination penalties or judgment notes, or waiving your rights to a jury trial.

8. Section 16.3 of the Agreement shall be deleted in its entirety.

9. Each provision of this Minnesota Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without references to this Minnesota Amendment.

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-6

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Minnesota Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice

President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-7

North Dakota Amendment

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Membership Agreement (the "Agreement") agree as follows:

1. The last sentence of Section 11.1(b) of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon our approval of the transfer, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the transfer), and against our subsidiaries or affiliates (and their respective officers, directors, agents and employees as of the date of the transfer), excluding only such claims as you may have that have arisen under the North Dakota Franchise Investment Law.

2. The last sentence of Section 13.1 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Upon the expiration or termination of this Agreement, and without any further action by us or you, we shall be released and forever discharged of any and all claims you may have against us (and our respective officers, directors, agents and employees as of the date of the expiration or termination), and against our subsidiaries or affiliates, (and their respective officers, directors, agents and employees as of the date of the expiration or termination), excluding only such claims as you may have that have arisen under the North Dakota Franchise Investment Law.

3. Section 16.1 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 (Lanham Act, 15 U.S.C. §1051 *et seq.*), The Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) or other federal law, this Agreement and the franchise shall be governed by the law of the State of North Dakota. References to any law or regulation also refer to any successor laws or regulations and any impending regulations for any statute, as in effect at the relevant time. References to a governmental agency also refer to any successor regulatory body that succeeds to the function of such agency.

4. Section 16.2 of the Agreement shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

With respect to any claims, controversies or disputes which are not finally resolved through arbitration, the parties hereby irrevocably submit themselves to the jurisdiction of the state and federal district courts of the state in which said arbitration was filed (and to the

**ABBHEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-7

appropriate appellate courts within that state). The parties hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision and hereby agree that service of process may be made upon any of them in any proceeding relating to or arising out of this Agreement by any means allowed by applicable state or federal law. The parties further agree that venue for any proceeding relating to or arising out of this Agreement shall be in the courts of appropriate jurisdiction in the state in which the underlying demand for arbitration was filed (and to the appropriate appellate courts within that state); provided, however, with respect to any action for injunctive or other extraordinary relief, any party may bring such action in any state or federal district court which has jurisdiction. The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Nothing in this Agreement can abrogate or reduce any of Franchisee's rights as provided for by the North Dakota Franchise Investment Law (N.D. Cent. Code, §§ 51-19-01 through 51-19-17), or Franchisee's rights to any procedure, forum, or remedies provided for by the laws of North Dakota.

5. Section 16.3 of the Agreement shall be deleted in its entirety and shall have no force or effect.
6. Each provision of this North Dakota Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently, without references to this North Dakota Amendment.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-7

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this North Dakota Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice

President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBAY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-8

Rhode Island Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, Rhode Island General Laws §§19-28.1-14, the parties to the attached Membership Agreement (the "Agreement") agree as follows:

1. Section 16.2 of the Agreement shall be supplemented by the following provision which shall be considered an integral part of the Agreement:

This section shall not in any way abrogate or reduce any rights of franchisees as provided for under the Rhode Island Franchise Investment Act (Rhode Island General Laws § 19-28.1-14). 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.

2. Each provision of this Rhode Island Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without references to this Rhode Island Amendment.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Rhode Island Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBAY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski
(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice
President of Operations and Secretary
(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-9

South Dakota Amendment

In recognition of the requirements of the South Dakota Franchise Investment Law, S.D. Codified Laws §§ 37-5B-1 to 37-5B-53, the parties to the attached Membership Agreement (the "Agreement") agree as follows:

1. Section 13.2(c) of the Agreement shall be amended by the addition of the following language to the original language that appears therein:

Notwithstanding the foregoing, if the Showroom is located in South Dakota, we must give you thirty (30) days written notice of your defaults involving breach of the Membership Agreement, your failure to meet performance and quality standards, and/or your failure to pay any services fees or other amount due under the Membership Agreement. You have an opportunity to cure said defaults within thirty (30) days.

2. Section 13 of the Agreement shall be supplemented by the addition of the following new Section 13.4, which shall be considered an integral part of the Agreement:

13.4 Franchisor's Obligation to Comply with South Dakota Law.

Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to constitute a waiver of compliance with any provision of the South Dakota Franchise Investment Law.

3. Section 16.1(b) of the Agreement shall be supplemented by the addition of the following provision which shall be considered an integral part of the Agreement:

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing laws of the State of Florida.

4. Section 16.2 of the Agreement shall be supplemented by the addition of the following provision, which shall be considered an integral part of the Agreement:

Any provision in a franchise agreement which designates jurisdiction or venue, or requires the franchisee to agree to jurisdiction or venue, in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in the State of South Dakota.

5. Section 16.3 of the Agreement shall be supplemented by the addition of the following provision, which shall be considered an integral part of the Agreement:

Any provision that provides that the parties waive their right to jury trial may not be enforceable under the laws of the State of South Dakota law.

**ABBAY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-9

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently, without references to this Amendment.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this South Dakota Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBAY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice
President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-10

Washington Amendment

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§19.100.010 *et seq.*, the parties to the attached Membership Agreement (the "Agreement") agree as follows:

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

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

3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Agreement or elsewhere are void and unenforceable in Washington.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-10

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Washington Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice

President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-11

Wisconsin Amendment

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Statutes Chapter 135 (the "Wisconsin Fair Dealership Law"), the parties to the attached Membership Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement shall be supplemented by the addition of the following new Section 2.4, which shall be considered an integral part of the Agreement:

2.4 Renewal Rights Under Wisconsin Law.

To the extent that the renewal provisions described in this Section 2 are inconsistent with the requirements of the Wisconsin Fair Dealership Law, said renewal provisions shall be superseded by the Wisconsin Fair Dealership Law's requirements and shall have no force or effect.

2. Section 13 of the Agreement shall be supplemented by the addition of the following new Section 13.4, which shall be considered an integral part of the Agreement:

13.4 Franchisor's Obligation to Comply With Wisconsin Law.

To the extent the repurchase provisions of this Agreement are inconsistent with the requirements of the Wisconsin Fair Dealership Law, said provisions of this Agreement shall be superseded by the Wisconsin Fair Dealership Law's requirements.

3. Section 13 of the Agreement shall be supplemented by the addition of the following new Section 13.5, which shall be considered an integral part of the Agreement:

13.5 Termination Rights Under Wisconsin Law.

To the extent that the termination provisions described in this Section 13 are inconsistent with the Wisconsin Fair Dealership Law, said termination provisions shall be superseded by the Wisconsin Fair Dealership Law's requirements and shall have no force or effect.

4. Each provision of this Wisconsin Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Fair Dealership Law are met independently, without references to this Wisconsin Amendment.

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**ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT**

Exhibit B-11

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Wisconsin Amendment to the Agreement to be effective on the day and year executed by Abbey Carpet Co., Inc. below.

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

Chief Financial Officer, Executive Vice

President of Operations and Secretary

(title of authorized officer)

(name of authorized signatory)

(effective date)

EXHIBIT "C"

ABBEEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 16, 2023

PRINCIPAL OWNER'S STATEMENT

PRINCIPAL OWNER'S STATEMENT MEMBERS

This form must be completed by the prospective member ("I," "me," or "my") if I have multiple owners or if I, or my franchised business, is owned by a business organization (like a corporation, partnership or limited liability company). Abbey Carpet Co., Inc. is relying on the truth and accuracy of this form in awarding the franchise to me.

1. **Form of Owner.** I am a (check one):

- | | |
|-------------------------------|--------------------------|
| (a) General Partnership | ☐ |
| (b) Corporation | ☐ |
| (c) Limited Partnership | ☐ |
| (d) Limited Liability Company | ☐ |
| (e) Other | ☐ |

Specify: _____

I was formed under the laws of _____.
(state of formation or organization)

2. **Business Entity.** I was incorporated or formed on _____, _____, under the laws of the State of _____. I have not conducted business under any name other than the legal name of my business entity (corporation, limited liability company, partnership or other form of organization) and _____. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions:

<u>Name of Person</u>	<u>Position(s) Held</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Owners.** The following list includes the full name and mailing address of each person who is one of my owners and fully describes the nature of each owner's interest (*Attach additional sheets if necessary*).

<u>Owners Name and Address</u>	<u>Description of Ownership Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____

**PRINCIPAL OWNER'S STATEMENT
MEMBERS**

4. **Governing Documents.** Attached are copies of the documents and contracts governing ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements).

THIS STATEMENT of Principal Owners is current and complete as of _____, _____.

INDIVIDUAL OWNERS:

(signature of owner)	(signature of owner)
(printed name of owner)	(printed name of owner)
(signature of owner)	(signature of owner)
(printed name of owner)	(printed name of owner)

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

(printed name of business entity)

(signature of officer or managing partner)

(printed name and title of officer or managing partner)

EXHIBIT "D"

ABBHEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 16, 2023

STATE SPECIFIC ADDENDA

TO

THE FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA DISCLOSURE

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.

IN RECOGNITION OF THE REQUIREMENTS OF THE CALIFORNIA FRANCHISE INVESTMENT LAW, CALIFORNIA CORPORATIONS CODE § 31000 *ET SEQ.* THE ABBEY CARPET CO., INC. DISCLOSURE DOCUMENT FOR THE OFFER OF ABBEY CARPET & FLOOR SHOWROOM FRANCHISES FOR USE IN CALIFORNIA SHALL BE AMENDED AS FOLLOWS:

1. OUR WEBSITE, WWW.FLOORFRANCHISE.COM, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

2. The State Cover Page shall be amended by the addition of the following risk factor:

The Membership Agreement contains a provision that requires the member to waive his, her or its right to a jury trial.

3. Item 3 shall be amended by the addition of the following:

On September 23, 2019, Abbey voluntarily entered into an Assurance of Discontinuance with the State of Washington agreeing that it (i) will no longer include no-recruiting provisions in any of its future membership agreements, (ii) no longer enforce no-recruiting provisions in any of its existing membership agreements, (iii) will not seek to intervene or defend in any way the legality of any no-recruiting provision, and (iv) will endeavor to amend all existing membership agreements with members in the State of Washington to remove any no-recruiting provisions in those members' existing membership agreements.

No person or company identified in Items 1 or 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. § 78a *et seq.*, suspending or expelling such persons from membership in such association or exchange.

4. Item 17 shall be amended by the addition of the following:

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

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under the federal bankruptcy law. (11 U.S.C.A. § 101 *et seq.*).

ABBEY CARPET CO., INC.
Franchise Disclosure Document

Exhibit D-1

The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The franchise agreement requires binding arbitration. The arbitration will occur in Lee County, Florida with the costs being borne by the non-prevailing party.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires application of the laws of Florida. This provision may not be enforceable under California law.

If you renew or transfer your franchise, you release us from any claims you may have. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

CONNECTICUT DISCLOSURE

DISCLOSURES REQUIRED BY CONNECTICUT LAW

THE STATE OF CONNECTICUT DOES NOT APPROVE, RECOMMEND, ENDORSE OR SPONSOR ANY BUSINESS OPPORTUNITY. THE INFORMATION CONTAINED IN THIS DISCLOSURE HAS NOT BEEN VERIFIED BY THE STATE. IF YOU HAVE ANY QUESTIONS ABOUT THIS INVESTMENT, SEE AN ATTORNEY BEFORE YOU SIGN A CONTRACT OR AGREEMENT.

IF THE SELLER FAILS TO DELIVER THE PRODUCTS, EQUIPMENT OR SUPPLIES OR FAILS TO RENDER THE SERVICES NECESSARY TO BEGIN SUBSTANTIAL OPERATION OF THE BUSINESS WITHIN FORTY-FIVE (45) DAYS OF THE DELIVERY DATE STATED IN YOUR CONTRACT, YOU MAY NOTIFY THE SELLER IN WRITING AND DEMAND THAT THE CONTRACT BE CANCELLED.

SECTION 36B-63(B)(4) OF THE CONNECTICUT BUSINESS OPPORTUNITY INVESTMENT ACT REQUIRES THE FOLLOWING DISCLOSURE PROVISION WHICH SHALL SUPERSEDE THE CORRESPONDING DISCLOSURE PROVISION IN THE BODY OF THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION:

ITEM 3. LITIGATION.

On September 23, 2019, Abbey voluntarily entered into an Assurance of Discontinuance with the State of Washington agreeing that it (i) will no longer include no-recruiting provisions in any of its future membership agreements, (ii) no longer enforce no-recruiting provisions in any of its existing membership agreements, (iii) will not seek to intervene or defend in any way the legality of any no-recruiting provision, and (iv) will endeavor to amend all existing membership agreements with members in the State of Washington to remove any no-recruiting provisions in those members' existing membership agreements.

No person or company identified in Items 1 or 2 of this Disclosure Document has any administrative, criminal or civil action pending against that person alleging: a felony; a violation of any franchise, business opportunity, antitrust or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; unfair or deceptive trade practices or comparable civil or misdemeanor allegations.

No person or company identified in Items 1 or 2 of this Disclosure Document has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the seven (7) year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, business opportunity, antifraud or securities law; fraud; embezzlement fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

ABBEY CARPET CO., INC.
Franchise Disclosure Document

Exhibit D-2

Other than the above action, no person or company identified in Items 1 or 2 of this Disclosure Document is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, State or Canadian franchise, business opportunity, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

HAWAII DISCLOSURE

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 HAWAII FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THIS 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.

THE NAME AND ADDRESS OF THE FRANCHISOR'S REGISTERED AGENT IN THIS STATE IS: SECURITIES COMMISSIONER, THE STATE OF HAWAII, 335 MERCHANT STREET, ROOM 203, HONOLULU, HAWAII 96813.

IN RECOGNITION OF THE REQUIREMENTS OF THE HAWAII FRANCHISE INVESTMENT LAW, HAWAII REV. STAT. §§ 482E-1 *ET SEQ.* THE ABBEY CARPET CO., INC. DISCLOSURE DOCUMENT FOR THE OFFER OF *ABBEY CARPET & FLOOR* SHOWROOM FRANCHISES FOR USE IN HAWAII SHALL BE AMENDED AS FOLLOWS:

1. ITEM 20 SHALL BE AMENDED BY THE ADDITION OF THE FOLLOWING:

THE STATES IN WHICH THIS PROPOSED REGISTRATION IS OR WILL SHORTLY BE ON FILE OR EXEMPT IN, ARE: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON AND WISCONSIN. NO STATES HAVE REFUSED, BY ORDER OR OTHERWISE, TO REGISTER THESE FRANCHISES. NO STATES HAVE REVOKED OR SUSPENDED THE RIGHT TO OFFER THESE FRANCHISES (OTHER THAN UPON THE EXPIRATION OF THE REGISTRATION TERM). THE PROPOSED REGISTRATION OF THESE FRANCHISES HAS NOT BEEN INVOLUNTARILY WITHDRAWN IN ANY STATE.

2. EACH PROVISION OF THIS ADDENDUM TO THE DISCLOSURE DOCUMENT SHALL BE EFFECTIVE ONLY TO THE EXTENT, WITH RESPECT TO SUCH PROVISION, THAT THE JURISDICTIONAL REQUIREMENTS OF THE HAWAII FRANCHISE INVESTMENT LAW ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS ADDENDUM TO THE DISCLOSURE DOCUMENT.

ILLINOIS DISCLOSURE

THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987 MAKES IT UNLAWFUL FOR ANY PERSON TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 14 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 14 DAYS PRIOR TO THE RECEIPT BY SUCH PERSON OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST, A COPY OF A DISCLOSURE STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

With respect to franchises governed by Illinois law, the franchisor will comply with Illinois Franchise Disclosure Act (815 ILCS 705 § 20) which states that a franchisor may not refuse to renew a franchise without compensating the franchisee by repurchase or by other means for the diminution in the value of the franchised business caused by the expiration of the franchise where (a) the franchisee is barred by the franchise agreement (or by the refusal of franchisor at least 6 months prior to the expiration date of the franchise to waive any portion of the franchise agreement which prohibits franchisee) from continuing to conduct substantially the same business under another trademark service mark, trade name or commercial symbol in the same area subsequent to the expiration of the franchise; or (b) franchisee has not been sent notice of the franchisor's intent not to renew the franchise at least 6 months prior to the expiration date or any extension thereof of the franchise.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.

(a) Item 17 Cross Reference and Summary Table.

THE FOLLOWING TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT PERTAINING TO CHOICE OF FORUM AND CHOICE OF LAW WHICH MAY BE SUPERSEDED BY PROVISIONS OF ILLINOIS' FRANCHISE DISCLOSURE ACT:

	Provision	Section in Membership Agreement	Summary
v.	Choice of forum	Section 16.2	Florida, unless otherwise required by state laws of the State of Illinois.
w.	Choice of law	Section 16.1	Florida unless otherwise required by the laws of the State of Illinois.

Illinois law governs the Membership Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a membership agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a membership agreement may provide for arbitration to take place outside of Illinois.

Your rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

ABBEY CARPET CO., INC.
Franchise Disclosure Document

Exhibit D-4

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

INDIANA DISCLOSURE

REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF THE STATE OF INDIANA.

THE FRANCHISE ACTS OF THE STATE OF INDIANA TITLE 23, ARTICLE 2, CHAPTERS 2.5 AND 2.7 MAY SUPERSEDE YOUR RELATIONSHIP WITH THE FRANCHISOR UNDER THE TERMS OF THE FRANCHISE AGREEMENT. THE FOLLOWING ADDITIONAL DISCLOSURE PROVISIONS ARE REQUIRED UNDER INDIANA LAW AND SUPERSEDE THE CORRESPONDING DISCLOSURE PROVISIONS IN THE BODY OF THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.

(a) Item 17 Cross Reference and Summary Table.

THE FOLLOWING TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT PERTAINING TO FRANCHISE TRANSFERS, CHOICE OF FORUM AND CHOICE OF LAW WHICH MAY BE SUPERSEDED BY PROVISIONS OF INDIANA'S FRANCHISE ACTS, IND. CODE §§ 23-2-2.5 AND 23-2-2.7

	Provision	Section in Membership Agreement	Summary
m.	Conditions for our approval of transfer	Section 11.1	Includes payment of monies owed and fee, no breach, release of liability, transferee suitability, execution of new agreement. Any release must exclude liabilities arising under Indiana Code § 23-2-2.7-1(5)
v.	Choice of forum	Section 16.2	Florida, unless otherwise required by state law. Choice of an exclusive forum other than Indiana is prohibited pursuant to Indiana Code § 23-2-2.7-1(10).
w.	Choice of law	Section 16.1	Florida unless otherwise required by the laws of the State of Indiana. This choice of law is subject to the superseding provisions of Indiana's Franchise Acts, Indiana Code §§ 23-2-2.5 and 23-2-2.7.

MARYLAND DISCLOSURE

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. §§ 14-201 to 14-233, the Abbey Carpet Co., Inc. Franchise Disclosure Document for the offer of *Abbey Carpet & Floor* Showroom franchises for use in Maryland shall be amended to include the following:

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.

(a) Item 17 Cross Reference and Summary Table.

THE FOLLOWING TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT PERTAINING TO ASSIGNMENT AND CHOICE OF LAW WHICH MAY BE SUPERSEDED BY THE MARYLAND FRANCHISE REGISTRATION AND DISCLOSURE LAW.

Provision	Section in Membership Agreement	Summary
m. Conditions for our approval of transfer	Section 11.1	Includes payment of monies owed and fee, no breach, release of liabilities, transferee suitability, execution of new agreement. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
w. Choice of law	Section 16.1	Florida, unless otherwise required by the laws of the State of Maryland. Abbey Carpet Co., Inc., has filed an irrevocable consent to be sued in Maryland and you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The provision in the Membership Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.)

Any claims arising under Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

ABBEY CARPET CO., INC.
Franchise Disclosure Document

Exhibit D-6

IF YOU DEFAULT UNDER THE MEMBERSHIP AGREEMENT FOR ONE OF YOUR ABBEY SHOWROOMS, FRANCHISOR HAS THE RIGHT TO TERMINATE YOUR RIGHTS TO OPERATE ALL OF YOUR ABBEY SHOWROOMS.

MICHIGAN DISCLOSURE

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

(A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.

(B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.

(C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.

(D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE 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 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.

(E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.

(F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.

ABBEY CARPET CO., INC.
Franchise Disclosure Document

Exhibit D-7

(G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:

(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 OR SUBFRANCHISOR.

(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.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A 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).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

THE FACT 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:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE

ABBHEY CARPET CO., INC.
Franchise Disclosure Document

Exhibit D-7

CONSUMER PROTECTION DIVISION
525 WEST OTTAWA STREET
G. MENNEN WILLIAMS BUILDING, 1st FLOOR
LANSING, MICHIGAN 48913
TELEPHONE NUMBER: 517-335-7567

MINNESOTA DISCLOSURE

THIS DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS DISCLOSURE DOCUMENT AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

A FEDERAL TRADE COMMISSION RULE MAKES IT UNLAWFUL FOR YOU TO SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR THE FRANCHISOR'S AFFILIATES IN CONNECTION WITH THE PROPOSED FRANCHISE SALE IF THE FRANCHISOR HAS NOT PROVIDED YOU WITH THIS DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) CALENDAR DAYS BEFOREHAND. THE PROSPECTIVE FRANCHISEE MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST.

IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, 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 OFFICE OF THE COMMISSIONER OF COMMERCE OF MINNESOTA, DEPARTMENT OF COMMERCE, 85 7TH PLACE EAST, SUITE 280, ST. PAUL, MINNESOTA 55101.

ALTHOUGH THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF THE STATE OF MINNESOTA OR A FINDING BY THE COMMISSIONER OF COMMERCE OF THE STATE OF MINNESOTA THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, ACCURATE OR NOT MISLEADING.

WITH RESPECT TO FRANCHISES GOVERNED BY MINNESOTA LAW, THE FRANCHISOR WILL COMPLY WITH MINNESOTA STATUTES §80C.14, SUBDS. 3, 4, AND 5 WHICH REQUIRE, EXCEPT IN CERTAIN SPECIFIED CASES, THAT A FRANCHISEE BE GIVEN 90 DAYS NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS NOTICE FOR A NON-RENEWAL OF THE FRANCHISE AGREEMENT.

MINNESOTA STATUTES §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, OR CONSENTING TO LIQUIDATED DAMAGES, TERMINATION PENALTIES OR JUDGMENT NOTES OR WAIVING YOUR RIGHTS TO A JURY TRIAL.

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ITEM 13 SHALL BE AMENDED BY THE ADDITION OF THE FOLLOWING:

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statutes §80C.12, Subd. 1(g) which requires us to indemnify you from any loss, costs or expenses arising out of claims, suits or demands regarding your use of the Marks.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.

(a) Item 17 Cross Reference and Summary Table.

THE FOLLOWING TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT PERTAINING TO FRANCHISE TERMINATIONS, TRANSFERS, CHOICE OF FORUM AND CHOICE OF LAW WHICH MAY BE SUPERSEDED BY PROVISIONS OF THE MINNESOTA FRANCHISE ACT, MINNESOTA STATUTES §80C, SUBDS. 3, 4, AND 5, MINNESOTA STATUTES §80C.21 AND MINNESOTA RULE 2860.4400J.

	Provision	Section in Membership Agreement	Summary
b.	Renewal or extension of the term	Section 2.1; Section 2.2	Renewal terms of 5 years each, subject to contractual requirements. Under Minnesota law, if we determine not to renew your Abbey membership, (i) we must provide you with written notice of our intention not to renew at least 180 days in advance of the expiration of your Abbey membership, and (ii) you must be given an opportunity to operate your Showroom over a sufficient period of time to enable you to recover the fair market value of the Showroom as a going concern, as determined and measured from the date of the failure to renew. We may not refuse to renew your Abbey membership for the purpose of converting your Showroom to an operation that we will own for our own account.
f.	Termination by franchisor with cause	Section 13.2	Failure to comply with Membership Agreement Except where termination is due to (i) your voluntary abandonment, (ii) your conviction

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of an offense directly related to your business, or (iii) your failure to cure a default under the Membership Agreement that materially impairs the goodwill associated with the Marks (after you have received written notice to cure of at least 24 hours in advance thereof), in each of which instances notice of termination shall be effective immediately upon receipt, we may not terminate your Abbey membership unless we (A) give you written notice, setting forth all the reasons for the termination at least 90 days in advance of termination, and (B) you fail to correct the reasons stated for termination in the notice within 60 days of receipt of the notice.

m. Conditions Section 11.1
 for
 franchisor
 approval of
 transfer

Includes payment of monies owed and fee; no breach; release of liability; transferee suitability; and execution of new agreement.

Any release required as a condition of transfer shall not apply to any claims you may have under the Minnesota Franchise Act and/or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

v. Choice of Section 16.2
 forum

Florida unless otherwise required by another state law. Choice of an exclusive forum other than Minnesota is prohibited pursuant to Minnesota Statutes § 80C.21 and Minnesota Rule 2860.4400J.

w. Choice of Section 16.1
 law

Florida unless otherwise required by another state law. This choice of law is subject to the superseding provisions of Minnesota Statutes § 80C.21 and Minnesota Rule 2860.4400J.

NEW YORK DISCLOSURE

UNDER NEW YORK LAW, WE MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU AT THE EARLIER OF (A) THE FIRST PERSONAL MEETING BETWEEN THE FRANCHISOR OR ITS AGENT AND THE PROSPECTIVE FRANCHISEE, (B) AT LEAST TEN (10) BUSINESS DAYS PRIOR TO THE EXECUTION OF A BINDING FRANCHISE OR OTHER AGREEMENT, OR (C) AT LEAST TEN (10) DAYS PRIOR TO THE RECEIPT OF ANY CONSIDERATION IN CONNECTION WITH THE SALE OR PROPOSED SALE OF A FRANCHISE.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT "F" OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. **REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.** IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. AND THE NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005.

REGISTRATION OF THIS FRANCHISE DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE NEW YORK STATE DEPARTMENT OF LAW.

THE FRANCHISOR MAY, IF IT CHOOSES TO DO SO, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE 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.

THE GENERAL BUSINESS LAW OF THE STATE OF NEW YORK, ARTICLE 33, SECTIONS 680 THROUGH 695, AND THE CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK, TITLE 13, CHAPTER VII, SECTIONS 200.1 THROUGH 200.13 AND 201.1 THROUGH 201.16 MAY SUPERSEDE THE FRANCHISE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR. THE FOLLOWING ADDITIONAL DISCLOSURE PROVISIONS ARE REQUIRED UNDER NEW YORK LAW AND SUPERSEDE THE CORRESPONDING DISCLOSURE PROVISIONS IN THE BODY OF THE FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE FEDERAL TRADE COMMISSION.

WE REPRESENT THAT THIS FRANCHISE DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF MATERIAL FACT.

ITEM 3. LITIGATION.

On September 23, 2019, Abbey voluntarily entered into an Assurance of Discontinuance with the State of Washington agreeing that it (i) will no longer include no-recruiting provisions in any of its future membership agreements, (ii) no longer enforce no-recruiting provisions in any of its existing membership

ABBEY CARPET CO., INC.
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agreements, (iii) will not seek to intervene or defend in any way the legality of any no-recruiting provision, and (iv) will endeavor to amend all existing membership agreements with members in the State of Washington to remove any no-recruiting provisions in those members' existing membership agreements.

No person or company identified in Items 1 or 2 of this Disclosure Document has any administrative, criminal or civil action pending against that person alleging: a felony; a violation of any franchise, antitrust or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; unfair or deceptive trade practices or comparable civil or misdemeanor allegations.

No person or company identified in Items 1 or 2 of this Disclosure Document has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the ten (10) year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

No person or company identified in Items 1 or 2 of this Disclosure Document has been held liable or enjoined in a civil action by a final judgment if such civil action involved fraud, embezzlement, fraudulent conversion or misappropriation of property.

Other than the above action, no person or company identified in Items 1 or 2 of this Disclosure Document is subject to any currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

No person or company identified in Items 1 or 2 of this Disclosure Document is subject to any currently effective order of the United States Securities and Exchange Commission or the securities administrator of any state denying the registration of or barring, revoking or suspending the registration of such person as a securities broker or dealer, or investment advisor, or securities agent or registered representative.

No person or company identified in Items 1 or 2 of this Disclosure Document is subject to a currently effective order or ruling of the Federal Trade Commission.

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ITEM 4. BANKRUPTCY.

No person or company previously identified in Items 1 or 2 of the Disclosure Document nor any of their current or former officers, directors or principals has, during the ten (10) year period immediately preceding the date of this Disclosure Document, been adjudged bankrupt or reorganized due to insolvency, nor was any person identified in Item 2 of the Disclosure Document a director or principal officer of any company or a general partner in any partnership that was adjudged bankrupt or reorganized due to insolvency either during or within one (1) year after the period that such person was an officer, director or partner of such company or partnership, nor have any such bankruptcy or reorganization proceedings been commenced under the U.S. Bankruptcy Code.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.

(a) Item 17 Cross Reference and Summary Table.

THE FOLLOWING TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT PERTAINING TO TERMINATION, ASSIGNMENT AND CHOICE OF LAW WHICH MAY BE SUPERSEDED BY THE GENERAL BUSINESS LAW OF THE STATE OF NEW YORK.

	Provision	Section in Membership Agreement	Summary
d.	Termination by you	Section 13.1	Notice, compliance with Membership Agreement, release of liability. You may terminate the Membership Agreement on any grounds available by law.
j.	Assignment of contract by us	Section 10	We are not restricted from selling or assigning the Membership Agreement.
s.	Modification of the agreement	Section 3.2; Section 5.3	Price list subject to change; improvements, additions and changes to Abbey System must be adopted. However, modifications to the Price list will not unreasonably affect your obligations, including economic requirements, under the Membership Agreement.
w.	Choice of law	Section 16.1	Florida, unless otherwise required by the laws of the State of New York. The foregoing Choice of Law should not be considered a waiver of any right conferred upon you or us by the General Business Law of the State of New York.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS.

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REPRESENTATIONS REGARDING EARNINGS CAPABILITY

THE FRANCHISOR DOES NOT FURNISH OR AUTHORIZE ITS SALESPERSONS TO FURNISH ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL OR POTENTIAL SALES, COSTS, INCOME OR PROFITS OF AN ABBAY FRANCHISE. ACTUAL RESULTS VARY FROM UNIT TO UNIT AND WE CANNOT ESTIMATE THE EARNINGS OF ANY PARTICULAR FRANCHISE.

NORTH DAKOTA DISCLOSURE

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT ARE PROVIDED FOR YOUR OWN PROTECTION AND CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS ADDENDUM, THE DISCLOSURE DOCUMENT, AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

A FEDERAL TRADE COMMISSION RULE MAKES IT UNLAWFUL FOR YOU TO SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR THE FRANCHISOR'S AFFILIATES IN CONNECTION WITH THE PROPOSED FRANCHISE SALE IF THE FRANCHISOR HAS NOT PROVIDED YOU WITH THIS DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) CALENDAR DAYS BEFOREHAND. THE PROSPECTIVE FRANCHISEE MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS 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 RECEIPT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST.

IF THIS ADDENDUM AND THE DISCLOSURE DOCUMENT ARE NOT DELIVERED ON TIME, OR IF THEY CONTAIN A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, 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 SECURITIES COMMISSIONER, 600 EAST BOULEVARD, FIFTH FLOOR, BISMARCK, NORTH DAKOTA 58505.

ALTHOUGH THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE SECURITIES COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, ACCURATE OR NOT MISLEADING.

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: THE SECURITIES COMMISSIONER, 600 EAST BOULEVARD, FIFTH FLOOR, BISMARCK, NORTH DAKOTA 58505.

OREGON DISCLOSURE

THIS DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS DISCLOSURE DOCUMENT AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

A FEDERAL TRADE COMMISSION RULE MAKES IT UNLAWFUL FOR YOU TO SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR THE FRANCHISOR'S AFFILIATES IN CONNECTION WITH THE PROPOSED FRANCHISE SALE IF THE FRANCHISOR HAS NOT PROVIDED YOU WITH THIS DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) CALENDAR DAYS BEFOREHAND. THE PROSPECTIVE FRANCHISEE MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE SIGNING OF THE FRANCHISE AGREEMENT. DELIVERY OF THIS DISCLOSURE DOCUMENT AND PROPOSED AGREEMENTS IS ACCOMPLISHED ONLY WHEN THE PROSPECTIVE FRANCHISEE OR ITS AUTHORIZED REPRESENTATIVE ACTUALLY RECEIVES THESE DOCUMENTS.

IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, 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 OREGON DEPARTMENT OF CONSUMER & BUSINESS SERVICES, DIVISION OF FINANCE AND CORPORATE SECURITIES, 350 WINTER STREET NE, ROOM 410, SALEM, OREGON 97301-3881.

RHODE ISLAND DISCLOSURE

THIS DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS DISCLOSURE DOCUMENT AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

A FEDERAL TRADE COMMISSION RULE MAKES IT UNLAWFUL FOR YOU TO SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR THE FRANCHISOR'S AFFILIATES IN CONNECTION WITH THE PROPOSED FRANCHISE SALE IF THE FRANCHISOR HAS NOT PROVIDED YOU WITH THIS DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) CALENDAR DAYS BEFOREHAND. THE PROSPECTIVE FRANCHISEE MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT THE EARLIER OF: (1) THE PROSPECTIVE FRANCHISEE'S FIRST PERSONAL BUSINESS MEETING WITH THE FRANCHISOR WHICH IS HELD FOR THE PURPOSE OF DISCUSSING THE SALE OR POSSIBLE SALE OF A FRANCHISE; OR (2) TEN (10) BUSINESS DAYS PRIOR TO THE EXECUTION OF AN AGREEMENT OR PAYMENT OF ANY CONSIDERATION RELATING TO THE FRANCHISE RELATIONSHIP.

IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON D.C. 20580 AND TO THE STATE OF RHODE ISLAND, DEPARTMENT OF BUSINESS REGULATION, SECURITIES DIVISION, 1511 PONTIAC AVENUE, BUILDING 69-1, CRANSTON, RHODE ISLAND 02920.

ALTHOUGH THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE RHODE ISLAND FRANCHISE AND DISTRIBUTORSHIP INVESTMENT REGULATIONS ACT, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE RHODE ISLAND DEPARTMENT OF BUSINESS REGULATION OR A FINDING BY THE RHODE ISLAND DEPARTMENT OF BUSINESS REGULATION THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, ACCURATE OR NOT MISLEADING.

EVEN THOUGH THE FRANCHISE AGREEMENT PROVIDES THAT "HOME STATE" LAW APPLIES, LOCAL LAW MAY SUPERSEDE IT IN YOUR STATE. PLEASE REFER TO THE STATE-SPECIFIC AMENDMENTS THAT ARE ATTACHED TO THE DISCLOSURE DOCUMENT AS EXHIBIT "B" FOR DETAILS.

SOUTH DAKOTA DISCLOSURE

THIS DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS DISCLOSURE DOCUMENT AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

A FEDERAL TRADE COMMISSION RULE MAKES IT UNLAWFUL FOR YOU TO SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR THE FRANCHISOR'S AFFILIATES IN CONNECTION WITH THE PROPOSED FRANCHISE SALE IF THE FRANCHISOR HAS NOT PROVIDED YOU WITH THIS DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) CALENDAR DAYS BEFOREHAND. THE PROSPECTIVE FRANCHISEE MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE SIGNING OF THE FRANCHISE AGREEMENT.

IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, 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 DIVISION OF INSURANCE, SECURITIES REGULATION, 124 S. EUCLID, SUITE 104, PIERRE, SOUTH DAKOTA 57501.

ALTHOUGH THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE SOUTH DAKOTA FRANCHISE LAW, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF THE DIVISION OF SECURITIES OF THE STATE OF SOUTH DAKOTA THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, ACCURATE OR NOT MISLEADING.

VIRGINIA DISCLOSURE

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Abbey Carpet Co., Inc. for use in the Commonwealth of Virginia shall be amended as follows:

Additional disclosure. The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right given to him by any provision contained in the franchise agreement. If any ground for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON DISCLOSURE

THIS DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS DISCLOSURE DOCUMENT AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, 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 DEPARTMENT OF FINANCIAL INSTITUTIONS, SECURITIES DIVISION, 150 ISRAEL ROAD SW, TUMWATER, WASHINGTON 98501.

ON SEPTEMBER 23, 2019, ABBEEY VOLUNTARILY ENTERED INTO AN ASSURANCE OF DISCONTINUANCE WITH THE STATE OF WASHINGTON AGREEING THAT IT (I) WILL NO LONGER INCLUDE NO-RECRUITING PROVISIONS IN ANY OF ITS FUTURE MEMBERSHIP AGREEMENTS, (II) NO LONGER ENFORCE NO-RECRUITING PROVISIONS IN ANY OF ITS EXISTING MEMBERSHIP AGREEMENTS, (III) WILL NOT SEEK TO INTERVENE OR DEFEND IN ANY WAY THE LEGALITY OF ANY NO-RECRUITING PROVISION, AND (IV) WILL ENDEAVOR TO AMEND ALL EXISTING MEMBERSHIP AGREEMENTS WITH MEMBERS IN THE STATE OF WASHINGTON TO REMOVE ANY NO-RECRUITING PROVISIONS IN THOSE MEMBERS' EXISTING MEMBERSHIP AGREEMENTS.

IN THE EVENT OF A CONFLICT OF LAWS, THE PROVISIONS OF THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT, CHAPTER 19.100 RCW WILL PREVAIL.

RCW 19.100.180 MAY SUPERSEDE THE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE. THERE MAY ALSO BE COURT DECISIONS WHICH MAY SUPERSEDE THE AGREEMENT IN YOUR RELATIONSHIP WITH THE FRANCHISOR INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE.

IN ANY ARBITRATION OR MEDIATION INVOLVING A FRANCHISE PURCHASED IN WASHINGTON, THE ARBITRATION OR MEDIATION SITE WILL BE EITHER IN THE STATE OF WASHINGTON, OR IN A PLACE MUTUALLY AGREED UPON AT THE TIME OF THE ARBITRATION OR MEDIATION, OR AS DETERMINED BY THE ARBITRATOR OR MEDIATOR AT THE TIME OF ARBITRATION OR MEDIATION. IN ADDITION, IF LITIGATION IS NOT PRECLUDED BY THE AGREEMENT, A FRANCHISEE MAY BRING AN ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE SALE OF FRANCHISES, OR A VIOLATION OF THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT, IN WASHINGTON.

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A RELEASE OR WAIVER OF RIGHTS EXECUTED BY A FRANCHISEE MAY NOT INCLUDE RIGHTS UNDER THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT OR ANY RULE OR ORDER THEREUNDER EXCEPT WHEN EXECUTED PURSUANT TO A NEGOTIATED SETTLEMENT AFTER THE AGREEMENT IS IN EFFECT AND WHERE THE PARTIES ARE REPRESENTED BY INDEPENDENT COUNSEL. PROVISIONS SUCH AS THOSE WHICH UNREASONABLY RESTRICT OR LIMIT THE STATUTE OF LIMITATIONS PERIOD FOR CLAIMS UNDER THE ACT, OR RIGHTS OR REMEDIES UNDER THE ACT SUCH AS A RIGHT TO A JURY TRIAL, MAY NOT BE ENFORCEABLE.

TRANSFER FEES ARE COLLECTABLE TO THE EXTENT THAT THEY REFLECT THE FRANCHISOR'S REASONABLE ESTIMATED OR ACTUAL COSTS IN EFFECTING A TRANSFER.

PURSUANT TO RCW 49.62.020, A NONCOMPETITION COVENANT IS VOID AND UNENFORCEABLE AGAINST AN EMPLOYEE, INCLUDING AN EMPLOYEE OF A FRANCHISEE, UNLESS THE EMPLOYEE'S EARNINGS FROM THE PARTY SEEKING ENFORCEMENT, WHEN ANNUALIZED, EXCEED \$100,000 PER YEAR (AN AMOUNT THAT WILL BE ADJUSTED ANNUALLY FOR INFLATION). IN ADDITION, A NONCOMPETITION COVENANT IS VOID AND UNENFORCEABLE AGAINST AN INDEPENDENT CONTRACTOR OF A FRANCHISEE UNDER RCW 49.62.030 UNLESS THE INDEPENDENT CONTRACTOR'S EARNINGS FROM THE PARTY SEEKING ENFORCEMENT, WHEN ANNUALIZED, EXCEED \$250,000 PER YEAR (AN AMOUNT THAT WILL BE ADJUSTED ANNUALLY FOR INFLATION). AS A RESULT, ANY PROVISIONS CONTAINED IN THE AGREEMENT OR ELSEWHERE THAT CONFLICT WITH THESE LIMITATIONS ARE VOID AND UNENFORCEABLE IN WASHINGTON.

RCW 49.62.060 PROHIBITS A FRANCHISOR FROM RESTRICTING, RESTRAINING, OR PROHIBITING A FRANCHISEE FROM (I) SOLICITING OR HIRING ANY EMPLOYEE OF A FRANCHISEE OF THE SAME FRANCHISOR OR (II) SOLICITING OR HIRING ANY EMPLOYEE OF THE FRANCHISOR. AS A RESULT, ANY SUCH PROVISIONS CONTAINED IN THE AGREEMENT OR ELSEWHERE ARE VOID AND UNENFORCEABLE IN WASHINGTON.

WISCONSIN DISCLOSURE

THIS DISCLOSURE DOCUMENT IS PROVIDED FOR YOUR OWN PROTECTION AND CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THIS DISCLOSURE DOCUMENT AND ALL CONTRACTS OR AGREEMENTS SHOULD BE READ CAREFULLY IN THEIR ENTIRETY FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

A FEDERAL TRADE COMMISSION RULE MAKES IT UNLAWFUL FOR YOU TO SIGN A BINDING AGREEMENT WITH, OR MAKE A PAYMENT TO, THE FRANCHISOR OR THE FRANCHISOR'S AFFILIATES IN CONNECTION WITH THE PROPOSED FRANCHISE SALE IF THE FRANCHISOR HAS NOT PROVIDED YOU WITH THIS DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) CALENDAR DAYS BEFOREHAND. THE PROSPECTIVE FRANCHISEE MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE SIGNING OF THE FRANCHISE AGREEMENT.

REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, 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 WISCONSIN DEPARTMENT OF FINANCIAL INSTITUTIONS, DIVISION OF SECURITIES, FRANCHISE REGISTRATION, 201 WEST WASHINGTON AVENUE, 5TH FLOOR, MADISON, WISCONSIN 53703.

IN RECOGNITION OF THE REQUIREMENTS OF THE WISCONSIN FRANCHISE INVESTMENT LAW, WISCONSIN STATUTES §§ 553.01 TO 553.78, AND THE WISCONSIN FAIR DEALERSHIP LAW, WISCONSIN STATUTES, CHAPTER 135 (THE "WISCONSIN FAIR DEALERSHIP LAW"), THE ABBEY CARPET CO., INC. FRANCHISE DISCLOSURE DOCUMENT FOR THE OFFER OF *ABBEY CARPET & FLOOR* SHOWROOM FRANCHISES FOR USE IN WISCONSIN SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

EACH PROVISION OF THIS ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT SHALL BE EFFECTIVE ONLY TO THE EXTENT, WITH RESPECT TO SUCH PROVISION, THAT THE JURISDICTIONAL REQUIREMENTS OF THE WISCONSIN FAIR DEALERSHIP LAW ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS ADDENDUM.

EXHIBIT "E"

ABBAY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated December 31, 2022

**AUDITED FINANCIAL STATEMENTS OF ABBAY FOR THE YEARS ENDED DECEMBER 31,
2022, DECEMBER 31, 2021, AND DECEMBER 31, 2020**

**Abbey Carpet
Co., Inc.**



**Years Ended
December 31,
2022 and 2021**

**Financial
Statements**

Rehmann

ABBEY CARPET CO., INC.

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INDEPENDENT AUDITORS' REPORT

March 16, 2023

Board of Directors and Shareholder
Abbey Carpet Co., Inc.
Bonita Springs, Florida

Opinion

We have audited the accompanying financial statements of **Abbey Carpet Co., Inc.** (the "Company"), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income, shareholder's equity, and cash flows for the years then ended, and the related notes to the financial statements. (the "financial statements").

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **Abbey Carpet Co., Inc.** as of December 31, 2022 and 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.



Auditors' 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 auditors' 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

A handwritten signature in black ink that reads "Lehmann Lobson LLC". The signature is written in a cursive, flowing style.

ABBEY CARPET CO., INC.

Balance Sheets

	December 31	
	2022	2021
ASSETS		
Current assets		
Cash and cash equivalents	\$ 2,634,999	\$ 3,547,041
Accounts receivable, less allowance for doubtful accounts of \$99,436 (\$110,610 in 2021)	1,310,302	2,645,172
Prepays and other current assets	727,664	485,563
Current portion of related party notes receivable	365,000	627,520
Total current assets	5,037,965	7,305,296
Related party notes receivable, less current portion	2,190,000	2,555,000
Net premises and equipment	4,031,766	4,131,593
Total assets	\$ 11,259,731	\$ 13,991,889
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current liabilities		
Accounts payable	\$ 91,823	\$ 146,402
Accrued payroll and employee benefits	128,571	108,609
Accrued expenses and other liabilities	698,315	684,907
Due to franchisees - cashback program	489,196	1,421,166
Deferred revenue	425,657	311,800
Current portion of long-term debt	254,133	369,489
Total current liabilities	2,087,695	3,042,373
Long-term debt, less current portion	5,092,824	5,340,794
Total liabilities	7,180,519	8,383,167
Commitment and contingencies (Notes 4 and 5)		
Shareholder's equity		
Common stock, \$1 par value: authorized 100,000 shares, issued and outstanding 1,000 shares	1,000	1,000
Additional paid-in capital	1,929,379	1,929,379
Retained earnings	2,148,833	3,678,343
Total shareholder's equity	4,079,212	5,608,722
Total liabilities and shareholder's equity	\$ 11,259,731	\$ 13,991,889

The accompanying notes are an integral part of these financial statements.

ABBEY CARPET CO., INC.

Statements of Income

	Year Ended December 31	
	2022	2021
Revenues		
Operating	\$ 13,883,935	\$ 14,894,578
Management fee - related party	800,000	800,000
Sale of franchise licenses	16,508	19,158
Total revenues	14,700,443	15,713,736
Operating expenses		
Salaries and fringe benefits	5,971,467	5,617,268
Franchise related costs	2,142,138	1,545,301
General office	938,496	803,028
Depreciation	476,753	548,493
Travel, meals and entertainment	271,849	223,633
Commissions	122,000	119,790
Professional services	118,918	110,619
Bad debt	51,695	88,073
Total operating expenses	10,093,316	9,056,205
Operating income	4,607,127	6,657,531
Other (expense) income		
Interest income	29,502	40,711
Interest expense	(242,666)	(289,852)
Loss on disposal of equipment	(105,641)	(55,039)
Paycheck Protection Program loan forgiveness (Note 1)	-	686,527
Miscellaneous income	-	36,629
Other (expense) income, net	(318,805)	418,976
Net income	\$ 4,288,322	\$ 7,076,507

The accompanying notes are an integral part of these financial statements.

ABBEY CARPET CO., INC.

Statements of Shareholder's Equity

	Common Stock		Additional Paid-in Capital	Retained Earnings	Total Shareholder's Equity
	Shares	Amount			
Balances, January 1, 2021	1,000	\$ 1,000	\$ 1,929,379	\$ 2,414,109	\$ 4,344,488
Net income	-	-	-	7,076,507	7,076,507
Distributions	-	-	-	(5,812,273)	(5,812,273)
Balances, December 31, 2021	1,000	1,000	1,929,379	3,678,343	5,608,722
Net income	-	-	-	4,288,322	4,288,322
Distributions	-	-	-	(5,817,832)	(5,817,832)
Balances, December 31, 2022	1,000	\$ 1,000	\$ 1,929,379	\$ 2,148,833	\$ 4,079,212

The accompanying notes are an integral part of these financial statements.

ABBEY CARPET CO., INC.

Statements of Cash Flows

	Year Ended December 31	
	2022	2021
Cash flows from operating activities		
Net income	\$ 4,288,322	\$ 7,076,507
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation	476,753	548,493
Bad debt	51,695	88,073
Loss on disposal of equipment	105,641	55,039
Net changes in operating assets and liabilities which provided (used) cash		
Accounts receivable	1,283,175	(1,242,943)
Prepays and other current assets	(242,101)	211,148
Accounts payable	(54,579)	(76,443)
Accrued payroll and employee benefits	19,962	(188,856)
Accrued expenses and other liabilities	13,408	161,609
Due to franchisees - cashback program	(931,970)	634,341
Deferred revenue	113,857	55,786
Net cash provided by operating activities	5,124,163	7,322,754
Cash flows from investing activities		
Collection of related party note receivable	627,520	627,520
Purchases of premises and equipment	(482,567)	(185,349)
Net cash provided by investing activities	144,953	442,171
Cash flows from financing activities		
Proceeds from issuance of long-term debt	-	42,731
Repayments of long-term debt	(363,326)	(427,847)
Distributions	(5,817,832)	(5,812,273)
Net cash used in financing activities	(6,181,158)	(6,197,389)
Net (decrease) increase in cash and cash equivalents	(912,042)	1,567,536
Cash and cash equivalents, beginning of year	3,547,041	1,979,505
Cash and cash equivalents, end of year	\$ 2,634,999	\$ 3,547,041

The accompanying notes are an integral part of these financial statements.

ABBEY CARPET CO., INC.

Notes to Financial Statements

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Abbey Carpet Co., Inc. ("the Company") is in the business of selling franchise licenses and providing various support services to franchisees operating in the retail floor covering industry located throughout the United States and Canada.

Risks and Economic Uncertainties

The Company did not experience any significant declines in revenue or supply chain issues as a result of the continued COVID-19 pandemic during the year ended December 31, 2022. The extent of the ultimate impact of the pandemic on the Company's operational and financial performance will depend on various developments, including the duration of the pandemic and its impact on members, employees, and vendors, all of which cannot be reasonably predicted at this time. While management reasonably expects the pandemic to impact the Company's financial condition, operating results, and timing and amounts of cash flows, the related financial consequences and duration are uncertain.

The Paycheck Protection Program

On December 27, 2020 the Consolidated Appropriations Act, 2021 (CAA) was signed into law. This law allowed a second draw from the Payment Protection Program ("PPP") if certain criteria were met. The Company applied for a second draw under the provisions of the CAA and obtained additional funds of \$686,527 under an unsecured promissory note dated February 26, 2021. The loan is subject to partial or full forgiveness based on terms as dictated by the SBA. The loan bears interest at 1% per year, with principal and interest payments commencing no later than 10 months from the end of the covered period. Principal and interest payments required will depend on the extent of, if any, forgiveness of the PPP loan based on the program rules and regulations established by the SBA and Code of Federal Regulations.

Under Section 1106 of the CARES Act, borrowers are eligible for forgiveness of principal and accrued interest on the loans to the extent that the proceeds are used to cover eligible payroll costs, mortgage interest costs, rent and utility costs, otherwise described as qualified expenses. During the eligible period in 2021, the Company used all of the PPP loan proceeds to pay for qualified expenses, 100% of which were used for payroll related expenses classified salaries and fringe benefits.

The Company expects to meet the PPP's eligibility criteria and has elected to analogize to FASB ASC 958-605, *Not-for-Profit Entities: Revenue Recognition*, to account for the PPP loan as a conditional federal grant. On February 8, 2022, the Company received formal notice from the SBA of forgiveness of the entire loan issued under the terms of the CARES Act program on February 26, 2021. Therefore, the Company has recognized the loan forgiveness as "Paycheck Protection Program loan forgiveness" in the accompanying 2021 statement of income. The Company recognized as expenses, in the same period, the related costs for which the grant was intended to compensate.

ABBEY CARPET CO., INC.

Notes to Financial Statements

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates include, but are not limited to, determining the allowance for doubtful accounts receivable and franchisee cashback program accruals.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits in banks, cash on hand and fixed income securities with original maturities when purchased of less than three months. The Company maintains its deposits in amounts, which at times may exceed federally insured limits, in several financial institutions. Management does not believe the Company is exposed to any significant interest rate or other financial risk as a result of these deposits.

Revenue Recognition

Revenue is generally recognized as services are provided. Revenues are primarily derived from service fees, member advertising fees, and brokerage fees from certain floor and window covering manufacturers utilized by the franchisees. The performance obligation related to these services is met over the terms of the franchise agreement. In certain circumstances fees collected are deferred and recognized over time as the related performance obligations are satisfied.

We identified the following services as one performance obligation in connection with the franchise contracts:

- Intellectual Property (IP) license to the Company's programs, registered trademarks and name.
- Service fees are monthly charges for training and other support services recognized when invoiced.
- Member advertising fees consist of annual charges for advertising and marketing materials.

The Company also recognizes a portion of revenue from the sale of franchisee licenses at the time a contract between the Company and the franchisee is executed; additional license revenue is received in installments over a period of up to five years. The performance obligation related to the sale of a franchisee license is met over the terms of the franchise agreement.

Brokerage fees from certain floor and window covering manufacturers utilized by the franchisees are recognized monthly based on the total amount of purchases made by the member franchisees and the terms of the contract. The performance obligation for the franchisees and manufacturers are considered to be met over the terms of the franchise agreement.

ABBEEY CARPET CO., INC.

Notes to Financial Statements

Deferred Revenue

Deferred revenue represents amounts received from both franchisees and manufacturers for participation in an annual convention, which is sponsored by the Company. These amounts will be recognized as revenue when the convention is held and the related expenses incurred. The Company also records deferred revenue for amounts received from franchisees for member advertising fees. Revenue for these services will be recognized over the terms of the franchise agreement and the related expenses are incurred.

Deferred revenue were as follows for the year ended December 31:

	2022	2021
Deferred revenue, beginning of year	\$ 311,800	\$ 256,014
Deferred revenue, end of year	425,657	311,800

Accounts Receivable

Accounts receivable are customer obligations due under normal trade terms generally requiring payment within 30 to 60 days from the invoice date. No collateral or other security is required to support accounts receivable, which are stated at the amount management expects to collect from outstanding balances. None of the Company's contracts have a significant financing component. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Accounts receivable were as follows for the years ended December 31:

	2022	2021
Accounts receivable, beginning of year	\$ 2,645,172	\$ 1,490,302
Accounts receivable, end of year	1,310,302	2,645,172

Premises and Equipment and Depreciation

Land is stated at cost. Premises and equipment are stated at cost less accumulated depreciation. Major improvements and renewals are capitalized while ordinary maintenance and repairs are expensed. Management reviews these assets for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which range from 3 to 40 years.

ABBEY CARPET CO., INC.

Notes to Financial Statements

Cashback Program

The Company administers a manufacturer's cashback program on behalf of its franchisees consisting of various incentives provided to purchase selected products. Each participating franchisee receives a cash rebate, ranging from .5% to 10%, based on the amount and type of products purchased. Cash rebates, which are received by the Company on behalf of each franchisee, generally on a semi-annual basis, are recorded as a liability on the accompanying balance sheets until paid to the franchisees.

Income Taxes

The shareholder has elected for the Company to be taxed as an "S" Corporation under the provisions of Internal Revenue Code Section 1362, whereby taxable income and certain tax credits are passed directly to the shareholder for inclusion in the personal income tax returns. Some states and localities assess income taxes at the entity level for "S" Corporations. Though federal income taxes are not provided in these financial statements, applicable state and local income taxes, due to their relative insignificance, are provided as operating expenses.

Management analyzes its income tax filing positions in the state jurisdictions where it is required to file income tax returns, for all open tax years in these jurisdictions, to identify potential uncertain tax positions. As of December 31, 2022, there are no uncertain income tax positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements. While the Company is subject to routine audits by taxing jurisdictions, there are currently no audits for any tax periods in progress. Generally, the Company is no longer subject to income tax examinations for years prior to 2019.

Advertising Expenses

The costs of advertising and product promotion, which are expensed as incurred, were \$950,922 in 2022 and \$815,602 in 2021.

Recent Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update No. 2016-02, Leases (Topic 842). This standard as amended requires all leases with durations greater than twelve months to be recognized on the balance sheet and is effective for the Company beginning January 1, 2022. There was no impact, in 2022, to the financial statements due to the new standard.

Subsequent Events

In preparing these financial statements, the Company has evaluated, for potential recognition or disclosure, significant events or transactions that occurred during the period subsequent to December 31, 2022, the most recent balance sheet presented herein, through March 16, 2023, the date these financial statements were available to be issued. No such significant events or transactions were identified, with the exception of the forgiveness of the PPP loan described above.

ABBEY CARPET CO., INC.

Notes to Financial Statements

2. RELATED PARTY NOTES RECEIVABLE

Related party notes receivable consists of the following at December 31:

	2022	2021
Note receivable from an affiliated entity by virtue of common ownership, due in annual principal payments of \$262,520; interest is charged at 1.0%. The Company note is guaranteed by the shareholder and matures December 31, 2022.	\$ -	\$ 262,520
Note receivable from an affiliated entity by virtue of common ownership, due in annual principal payments of \$365,000; interest is charged at 1.0%. The Company note is guaranteed by the shareholder and matures December 31, 2029.	2,555,000	2,920,000
Total related party notes receivable	2,555,000	3,182,520
Less current portion	365,000	627,520
Related party note receivable, less current portion	<u>\$ 2,190,000</u>	<u>\$ 2,555,000</u>

Interest income earned on the aforementioned notes was \$25,550 in 2022 and \$40,400 in 2021.

The Company has presented these amounts as assets rather than as a component of shareholder's equity because management believes, and the shareholder asserts, that there is a positive intent and ability to fully reimburse the Company in accordance with the terms of the agreements.

The following is a summary of scheduled annual future principal payments anticipated to be received on related party notes receivable for each of the five years succeeding December 31, 2022, and thereafter:

Year	Amount
2023	\$ 365,000
2024	365,000
2025	365,000
2026	365,000
2027	365,000
Thereafter	730,000
Total	<u>\$ 2,555,000</u>

ABBEY CARPET CO., INC.

Notes to Financial Statements

3. PREMISES AND EQUIPMENT

Net premises and equipment consists of the following assets as of December 31:

	2022	2021
Premises and equipment		
Land	\$ 587,976	\$ 587,976
Buildings and improvements	3,958,853	3,865,984
Furniture and office equipment	4,574,274	4,569,061
Vehicles and other	1,733,313	1,536,260
	<u>10,854,416</u>	<u>10,559,281</u>
Total	10,854,416	10,559,281
Less accumulated depreciation	<u>6,822,650</u>	<u>6,427,688</u>
Net premises and equipment	<u><u>\$ 4,031,766</u></u>	<u><u>\$ 4,131,593</u></u>

4. RETIREMENT PLAN

Defined Contribution Plan

The Company sponsors a 401(k) profit sharing plan, which covers substantially all employees who have completed one year of service. Participants may contribute up to the maximum percentage allowable as defined in the Internal Revenue Code. The Company has adopted a safe harbor matching contribution structure of 100% of the first 3% deferral and 50% of the next 2% deferral. Related contributions charged to operating expense were \$162,445 in 2022 and \$163,899 in 2021.

5. DEBT (INCLUDING RELATED PARTY) AND GUARANTEES

Long-term debt consists of the following obligations at December 31:

	2022	2021
Note payable to a financial institution, collateralized by real property and guaranteed by the Company's shareholder and an entity affiliated by virtue of common ownership, due in monthly installments of \$30,894 including interest at a fixed rate of 4.10%. A balloon payment is due October 2029.	\$ 4,524,320	\$ 4,702,937

ABBEY CARPET CO., INC.

Notes to Financial Statements

	2022	2021
Note payable to a financial institution, collateralized by real property and guaranteed by the Company's shareholder and an entity affiliated by virtue of common ownership, due in monthly installments of \$6,447 including interest at a fixed rate of 4.92%. A balloon payment is due May 2027.	\$ 800,002	\$ 836,469
Notes payable to financial institutions, due through December 2024 in monthly installments ranging from \$644 to \$809, including interest ranging from 4.99% to 5.99%. Notes are collateralized by the vehicles financed.	6,832	148,902
Note payable to a financial institution, due through January 2025 in monthly installments of \$704, including interest at 16.25%. Note is collateralized by equipment.	15,803	21,975
Total long-term debt	5,346,957	5,710,283
Less current portion	254,133	369,489
Long-term debt, less current portion	\$ 5,092,824	\$ 5,340,794

The Company is a co-borrower with a related company who entered into a line of credit up to \$1,000,000 with a financial institution. Interest on the line of credit is charged at a calculation based on the Secured Overnight Financing Rate (SOFR) (effective rate of 7.07% at December 31, 2022). The outstanding debt obligations totaled \$1,000,000 as of December 31, 2022. The debt is recorded on the related company, as there is a corporate resolution for the related party to pay this debt obligation. Should the related party company become unable to repay the loan, the Company would be responsible for repayment.

The Company is named as a guarantor on a related company debt obligation with an outstanding balance of \$1,162,217 and \$1,222,217 at December 31, 2022 and 2021, respectively. Interest on the this loan is charged at 4.50%. The Company is not named as a co-borrower, but should the related party company become unable to repay the obligation, the Company would be responsible for repayment.

The Company named as a guarantor on a related company debt obligation with an outstanding balance of \$2,586,288 and \$2,570,208 at December 31, 2022 and 2021, respectively. Interest on the this loan is charged at 6.82%. The Company is not named as a co-borrower, but should the related party company become unable to repay the obligation, the Company would be responsible for repayment.

ABBEY CARPET CO., INC.

Notes to Financial Statements

Scheduled principal due on long-term debt for each of the five years following December 31, 2022, and thereafter are summarized as follows:

Year	Amount
2023	\$ 254,133
2024	245,318
2025	248,255
2026	258,995
2027	851,505
Thereafter	<u>3,488,751</u>
Total	<u>\$ 5,346,957</u>

6. OTHER RELATED PARTY TRANSACTIONS

The Company provided accounting and management services to a related entity wholly-owned by the Company's shareholder. Management fees charged for these services totaled \$800,000 in both 2022 and 2021.

7. SUPPLEMENTAL CASH FLOWS INFORMATION

Cash paid for interest amounted to \$242,666 and \$289,852 in 2022 and 2021, respectively.

■ ■ ■ ■ ■

Abbey Carpet
Co., Inc.



Years Ended
December 31,
2021 and 2020

Financial
Statements

Rehmann

ABBEY CARPET CO., INC.

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INDEPENDENT AUDITORS' REPORT

March 16, 2022

Board of Directors and Shareholder
Abbey Carpet Co., Inc.
Bonita Springs, Florida

Opinion

We have audited the accompanying financial statements of **Abbey Carpet Co., Inc.** (the "Company"), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income, shareholder's equity, and cash flows for the years then ended, and the related notes to the financial statements. (the "financial statements").

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of **Abbey Carpet Co., Inc.** as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.



Auditors' 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 auditors' 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

A handwritten signature in black ink that reads "Lehmann Lobson LLC". The signature is written in a cursive, flowing style.

ABBEY CARPET CO., INC.

Balance Sheets

	December 31	
ASSETS	2021	2020
Current assets		
Cash and cash equivalents	\$ 3,547,041	\$ 1,979,505
Accounts receivable, less allowance for doubtful accounts of \$110,610 (\$108,634 in 2020)	2,645,172	1,490,302
Prepays and other current assets	485,563	696,711
Current portion of related party notes receivable	627,520	627,520
Total current assets	7,305,296	4,794,038
Related party notes receivable, less current portion	2,555,000	3,182,520
Net premises and equipment	4,131,593	4,549,776
Total assets	\$ 13,991,889	\$ 12,526,334
LIABILITIES AND SHAREHOLDER'S EQUITY		
Current liabilities		
Accounts payable	\$ 146,402	\$ 222,845
Accrued payroll and employee benefits	108,609	297,465
Accrued expenses and other liabilities	684,907	523,298
Due to franchisees - cashback program	1,421,166	786,825
Deferred revenue	311,800	256,014
Current portion of long-term debt	369,489	372,939
Total current liabilities	3,042,373	2,459,386
Long-term debt, less current portion	5,340,794	5,722,460
Total liabilities	8,383,167	8,181,846
Commitment and contingencies (Notes 4 and 5)		
Shareholder's equity		
Common stock, \$1 par value: authorized 100,000 shares, issued and outstanding 1,000 shares	1,000	1,000
Additional paid-in capital	1,929,379	1,929,379
Retained earnings	3,678,343	2,414,109
Total shareholder's equity	5,608,722	4,344,488
Total liabilities and shareholder's equity	\$ 13,991,889	\$ 12,526,334

The accompanying notes are an integral part of these financial statements.

ABBEY CARPET CO., INC.

Statements of Income

	Year Ended December 31	
	2021	2020
Revenues		
Operating	\$ 14,894,578	\$ 12,428,046
Management fee - related party	800,000	800,000
Sale of franchise licenses	19,158	38,924
Total revenues	15,713,736	13,266,970
Operating expenses		
Salaries and fringe benefits	5,617,268	5,109,616
Franchise related costs	1,545,301	1,828,362
General office	803,028	797,774
Depreciation	548,493	588,205
Travel, meals and entertainment	223,633	103,172
Commissions	119,790	114,699
Professional services	110,619	139,706
Bad debt	88,073	97,176
Total operating expenses	9,056,205	8,778,710
Operating income	6,657,531	4,488,260
Other income (expense)		
Interest income	40,711	44,747
Interest expense	(289,852)	(149,096)
Loss on disposal of equipment	(55,039)	-
Paycheck Protection Program grant income (Note 1)	686,527	686,527
Other income	36,629	213,431
Other income, net	418,976	795,609
Net income	\$ 7,076,507	\$ 5,283,869

The accompanying notes are an integral part of these financial statements.

ABBEY CARPET CO., INC.

Statements of Shareholder's Equity

	Common Stock		Additional Paid-in Capital	Retained Earnings	Total Shareholder's Equity
	Shares	Amount			
Balances, January 1, 2020	1,000	\$ 1,000	\$ 1,929,379	\$ 1,903,746	\$ 3,834,125
Net income	-	-	-	5,283,869	5,283,869
Distributions	-	-	-	(4,773,506)	(4,773,506)
Balances, December 31, 2020	1,000	1,000	1,929,379	2,414,109	4,344,488
Net income	-	-	-	7,076,507	7,076,507
Distributions	-	-	-	(5,812,273)	(5,812,273)
Balances, December 31, 2021	1,000	\$ 1,000	\$ 1,929,379	\$ 3,678,343	\$ 5,608,722

The accompanying notes are an integral part of these financial statements.

ABBEEY CARPET CO., INC.

Statements of Cash Flows

	Year Ended December 31	
	2021	2020
Cash flows from operating activities		
Net income	\$ 7,076,507	\$ 5,283,869
Adjustments to reconcile net income to net cash provided by operating activities		
Depreciation	548,493	588,205
Bad debt	88,073	97,176
Loss on disposal of equipment	55,039	-
Net changes in operating assets and liabilities which (used) provided cash		
Accounts receivable	(1,242,943)	(54,090)
Prepays and other current assets	211,148	(22,936)
Accounts payable	(76,443)	(65,573)
Accrued payroll and employee benefits	(188,856)	199,069
Accrued expenses and other liabilities	161,609	65,388
Due to franchisees - cashback program	634,341	(331,711)
Deferred revenue	55,786	(17,502)
Net cash provided by operating activities	7,322,754	5,741,895
Cash flows from investing activities		
Collection of related party notes receivable	627,520	627,518
Purchases of premises and equipment	(185,349)	(344,183)
Net cash provided by investing activities	442,171	283,335
Cash flows from financing activities		
Proceeds from issuance of long-term debt	42,731	-
Repayments of long-term debt	(427,847)	(568,426)
Distributions	(5,812,273)	(4,773,506)
Net cash used in financing activities	(6,197,389)	(5,341,932)
Net increase in cash and cash equivalents	1,567,536	683,298
Cash and cash equivalents, beginning of year	1,979,505	1,296,207
Cash and cash equivalents, end of year	\$ 3,547,041	\$ 1,979,505

The accompanying notes are an integral part of these financial statements.

ABBEY CARPET CO., INC.

Notes to Financial Statements

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Abbey Carpet Co., Inc. ("the Company") is in the business of selling franchise licenses and providing various support services to franchisees operating in the retail floor covering industry located throughout the United States and Canada.

Risks and Economic Uncertainties

The outbreak of a novel coronavirus ("COVID-19"), which the World Health Organization declared in March 2020 to be a pandemic, continues to spread throughout the United States of America and the globe. The Company experienced a dramatic decline in year over year quarterly revenue for the second quarter 2020 attributable directly to the COVID-19 pandemic. The Company's 2020 quarterly revenue was near equal to and exceeded the prior year amounts for the third and fourth quarters respectively. This V-shaped recovery combined with cost controlling measures led the Company to finish the 2020 year with net income nominally down, but comparable to previous years. The rapid recovery of revenue was attributable to robust consumer spending in the home improvement sector during the latter half of 2020. In 2021, the Company did not experience any significant declines in revenue or supply chain issues as a result of the continued pandemic. The extent of the ultimate impact of the pandemic on the Company's operational and financial performance will depend on various developments, including the duration and spread of the outbreak, and its impact on members, employees, and vendors, all of which cannot be reasonably predicted at this time. While management reasonably expects the pandemic to impact the Company's financial condition, operating results, and timing and amounts of cash flows, the related financial consequences and duration are highly uncertain.

The Paycheck Protection Program

On April 11, 2020, the Company entered into a promissory note with Synovus Bank evidencing an unsecured loan in an aggregate principal amount of \$686,527 pursuant to the Paycheck Protection Program ("PPP") under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") administered by the U.S. Small Business Administration ("SBA").

On December 27, 2020 the Consolidated Appropriations Act, 2021 (CAA) was signed into law. This law allowed a second draw of the PPP if certain criteria were met. The Company applied for a second draw under the provisions of the CAA and obtained additional funds of \$686,527 under an unsecured promissory note dated February 26, 2021.

Under Section 1106 of the CARES Act, borrowers are eligible for forgiveness of principal and accrued interest on the loans to the extent that the proceeds were used to cover eligible payroll costs, mortgage interest costs, rent and utility costs, otherwise described as qualified expenses. During the eligible period in 2021 and 2020, the Company used all of the PPP loan proceeds to pay for qualified expenses, 100% of which were used for payroll related expenses.

ABBEY CARPET CO., INC.

Notes to Financial Statements

The Company elected to analogize to FASB ASC 958-605, *Not-for-Profit Entities: Revenue Recognition*, to account for the PPP loan as a conditional federal grant. On February 11, 2021, the Company received formal notice from the SBA of forgiveness of the entire loan issued under the terms of the CARES Act program on April 11, 2020. On February 8, 2022 the Company received formal notice from the SBA of forgiveness of the entire loan issued under the terms of the CAA program. The Company has recognized the loan forgiveness as "Paycheck Protection Program grant income" in the accompanying 2021 and 2020 statements of income. The Company recognized as expenses, in the same period, the related costs for which the grant was intended to compensate.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates include, but are not limited to, determining the allowance for doubtful accounts receivable and franchisee cashback program accruals.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits in banks, cash on hand and fixed income securities with original maturities when purchased of less than three months. The Company maintains its deposits in amounts, which at times may exceed federally insured limits, in several financial institutions. Management does not believe the Company is exposed to any significant interest rate or other financial risk as a result of these deposits.

Revenue Recognition

Revenues are primarily derived from service fees, member advertising fees, and brokerage fees from certain floor and window covering manufacturers utilized by the franchisees. The performance obligation related to these service fees and member advertising fees is met over the terms of the franchise agreement. In certain circumstances, fees collected are deferred and recognized over time as the related performance obligations are satisfied.

We identified the following services as one performance obligation in connection with the franchise contracts:

- Intellectual Property (IP) license to the Company's programs, registered trademarks and name.
- Service fees are monthly charges for training and other support services recognized when invoiced.
- Member advertising fees consist of annual charges for advertising and marketing materials.

The Company also recognizes a portion of revenue from the sale of franchisee licenses at the time a contract between the Company and the franchisee is executed; additional license revenue is received in installments over a period of up to five years. The performance obligation related to the sale of a franchisee license is met over the terms of the franchise agreement.

ABBEEY CARPET CO., INC.

Notes to Financial Statements

Brokerage fees from certain floor and window covering manufacturers utilized by the franchisees are recognized monthly based on the total amount of purchases made by the member franchisees and the terms of the contract. The performance obligation to the franchisees and manufacturers are considered to be met over the terms of the franchise agreement.

Deferred Revenue

Deferred revenue represents amounts received from both franchisees and manufacturers for participation in an annual convention, which is sponsored by the Company. These amounts will be recognized as revenue when the convention is held and the related expenses incurred. The Company also records deferred revenue for amounts received from franchisees for member advertising fees. Revenue for these services will be recognized over the terms of the franchise agreement and the related expenses are incurred.

	2021	2020
Deferred revenue, beginning of year	\$ 256,014	\$ 273,516
Deferred revenue, end of year	311,800	256,014

Accounts Receivable

Accounts receivable are customer obligations due under normal trade terms generally requiring payment within 30 to 60 days from the invoice date. No collateral or other security is required to support accounts receivable, which are stated at the amount management expects to collect from outstanding balances. None of the Company's contracts have a significant financing component. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

	2021	2020
Accounts receivable, beginning of year	\$ 1,490,302	\$ 1,533,388
Accounts receivable, end of year	2,645,172	1,490,302

Premises and Equipment and Depreciation

Land is stated at cost. Premises and equipment are stated at cost less accumulated depreciation. Major improvements and renewals are capitalized while ordinary maintenance and repairs are expensed. Management reviews these assets for impairment whenever events or changes in circumstances indicate the related carrying amount may not be recoverable. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which range from 3 to 40 years.

ABBEY CARPET CO., INC.

Notes to Financial Statements

Cashback Program

The Company administers a manufacturer's cashback program on behalf of its franchisees consisting of various incentives provided to purchase selected products. Each participating franchisee receives a cash rebate, ranging from .5% to 10%, based on the amount and type of products purchased. Cash rebates, which are received by the Company on behalf of each franchisee, generally on a semi-annual basis, are recorded as a liability on the accompanying balance sheets until paid to the franchisees.

Income Taxes

The shareholder has elected for the Company to be taxed as an "S" Corporation under the provisions of Internal Revenue Code Section 1362, whereby taxable income and certain tax credits are passed directly to the shareholder for inclusion in the personal income tax returns. Some states and localities assess income taxes at the entity level for "S" Corporations. Though federal income taxes are not provided in these financial statements, applicable state and local income taxes, due to their relative insignificance, are provided as operating expenses.

Management analyzes its income tax filing positions in the state jurisdictions where it is required to file income tax returns, for all open tax years in these jurisdictions, to identify potential uncertain tax positions. As of December 31, 2021, there are no uncertain income tax positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements. While the Company is subject to routine audits by taxing jurisdictions, there are currently no audits for any tax periods in progress. Generally, the Company is no longer subject to income tax examinations for years prior to 2018.

Advertising Expenses

The costs of advertising and product promotion, recognized as franchise related costs, which are expensed as incurred, were \$815,602 in 2021 and \$839,574 in 2020.

Subsequent Events

In preparing these financial statements, the Company has evaluated, for potential recognition or disclosure, significant events or transactions that occurred during the period subsequent to December 31, 2021, the most recent balance sheet presented herein, through March 16, 2022, the date these financial statements were available to be issued. No such significant events or transactions were identified, with the exception of the forgiveness of the PPP loan described above.

ABBEY CARPET CO., INC.

Notes to Financial Statements

2. RELATED PARTY NOTES RECEIVABLE

Related party notes receivable consists of the following at December 31:

	2021	2020
Note receivable from an affiliated entity by virtue of common ownership, due in annual principal payments of \$262,520; interest is charged at 1.0%. Note is guaranteed by the shareholder and matures December 31, 2022.	\$ 262,520	\$ 525,040
Note receivable from an affiliated entity by virtue of common ownership, due in annual principal payments of \$365,000; interest is charged at 1.0%. Note is guaranteed by the shareholder and matures December 31, 2029.	2,920,000	3,285,000
Total long-term related party notes receivable	3,182,520	3,810,040
Less current portion	627,520	627,520
Related party note receivable, less current portion	<u>\$ 2,555,000</u>	<u>\$ 3,182,520</u>

Interest income earned on the aforementioned notes was \$31,825 in 2021 and \$38,100 in 2020.

The Company has presented these amounts as assets rather than as a component of shareholder's equity because management believes, and the shareholder asserts, that there is a positive intent and ability to fully reimburse the Company in accordance with the terms of the agreements.

The following is a summary of scheduled annual future principal payments anticipated to be received on related party notes receivable for each of the five years succeeding December 31, 2021 and thereafter:

Year	Amount
2022	\$ 627,520
2023	365,000
2024	365,000
2025	365,000
2026	365,000
Thereafter	1,095,000
Total	<u>\$ 3,182,520</u>

ABBEY CARPET CO., INC.

Notes to Financial Statements

3. PREMISES AND EQUIPMENT

Net premises and equipment consists of the following components as of December 31:

	2021	2020
Premises and equipment		
Land	\$ 587,976	\$ 587,976
Buildings and improvements	3,865,984	3,865,984
Furniture and office equipment	4,569,061	4,447,293
Vehicles and other	1,536,260	1,575,878
	<u>10,559,281</u>	<u>10,477,131</u>
Total	10,559,281	10,477,131
Less accumulated depreciation	<u>6,427,688</u>	<u>5,927,355</u>
Net premises and equipment	<u><u>\$ 4,131,593</u></u>	<u><u>\$ 4,549,776</u></u>

4. RETIREMENT PLAN

Defined Contribution Plan

The Company sponsors a 401(k) profit sharing plan, which covers substantially all employees who have completed one year of service. Participants may contribute up to the maximum percentage allowable as defined in the Internal Revenue Code. The Company has adopted a safe harbor matching contribution structure of 100% of the first 3% deferral and 50% of the next 2% deferral. Related contributions charged to operating expense were \$163,899 in 2021 and \$142,777 in 2020.

5. DEBT (INCLUDING RELATED PARTY) AND GUARANTEES

Long-term debt consists of the following obligations at December 31:

	2021	2020
Note payable to a financial institution, collateralized by real property and guaranteed by the Company's shareholder and an entity affiliated by virtue of common ownership, due in monthly installments of \$30,894 including interest at a fixed rate of 4.10%. A balloon payment is due October 2029.	\$ 4,702,937	\$ 4,874,294

(continued)

ABBEY CARPET CO., INC.

Notes to Financial Statements

	2021	2020
Note payable to a financial institution, collateralized by real property and guaranteed by the Company's shareholder and an entity affiliated by virtue of common ownership, due in monthly installments of \$6,447 including interest at a fixed rate of 4.92%. A balloon payment is due May 2027.	\$ 836,469	\$ 837,888
Notes payable to financial institutions, due through December 2024 in monthly installments ranging from \$644 to \$4,188, including interest ranging from 3.20% to 5.99%. Notes are collateralized by the vehicles financed.	148,902	355,983
Note payable to a financial institution, due through January 2025 in monthly installments of \$704, including interest at 16.25%. Note is collateralized by equipment.	21,975	27,234
Total long-term debt	5,710,283	6,095,399
Less current portion	369,489	372,939
Long-term debt, less current portion	\$ 5,340,794	\$ 5,722,460

The Company is a co-borrower with a related company who entered into a line of credit up to \$1,000,000 with a financial institution. Interest on the line of credit is charged at a calculation based on the London Interbank Offered Rate (LIBOR) (effective rate of 3.10% at December 31, 2021). The outstanding debt obligations totaled \$1,000,000 as of December 31, 2021. The debt is recorded in the related company's financial statements, as there is a corporate resolution for the related party to pay this debt obligation. Should the related party company become unable to repay the loan, the Company would be responsible for repayment.

The Company is named as a guarantor on a related company debt obligation with an outstanding balance of \$1,222,217 in 2021 and \$1,279,953 in 2020. Interest on the this loan is charged at 4.50%. The Company is not named as a co-borrower, but should the related party company become unable to repay the obligation, the Company would be responsible for repayment.

The Company is also named as a guarantor on an related company debt obligation with an outstanding balance of \$2,570,208 in 2021. Interest on the this loan is charged at 2.60%. The Company is not named as a co-borrower, but should the related party company become unable to repay the obligation, the Company would be responsible for repayment.

ABBEEY CARPET CO., INC.

Notes to Financial Statements

Scheduled principal due on long-term debt for each of the five years following December 31, 2021, and thereafter are summarized as follows:

Year	Amount
2022	\$ 369,489
2023	249,733
2024	247,644
2025	248,280
2026	259,020
Thereafter	<u>4,336,117</u>
Total	<u>\$ 5,710,283</u>

6. OTHER RELATED PARTY TRANSACTIONS

The Company provided accounting and management services to a related entity wholly-owned by the Company's shareholder. Management fees charged for these services totaled \$800,000 in both 2021 and 2020.

7. SUPPLEMENTAL CASH FLOWS INFORMATION

Cash paid for interest amounted to \$289,852 and \$149,096 in 2021 and 2020, respectively.

■ ■ ■ ■ ■

EXHIBIT "F"

ABBEEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 16, 2023

LIST OF STATE ADMINISTRATORS

ABBEEY CARPET CO., INC.
List of State Administrators

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in that state:

CALIFORNIA

Department of Financial Protection and
Innovation
THE STATE OF CALIFORNIA
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
Telephone: (213) 576-7500
(866) 275-2677

CONNECTICUT

Banking Commissioner
STATE OF CONNECTICUT
DEPARTMENT OF BANKING
260 Constitution Plaza
Hartford, Connecticut 06103-1800
Telephone: (860) 240-8299

FLORIDA

Florida Department of Agriculture
and Consumer Services
Plaza Level 10, The Capitol
400 S. Monroe Street
Tallahassee, Florida 32399-0800
Telephone: (850) 410-3800

HAWAII

Department of Commerce and Consumer
Affairs
Business Registration Division
THE STATE OF HAWAII
King Kalakaua Building
335 Merchant Street, Room 201
Honolulu, Hawaii 96813
Telephone: (808) 586-2722

ILLINOIS

Franchise Bureau
Office of the Attorney General
THE STATE OF ILLINOIS
500 South Second Street
Springfield, Illinois 62706
Telephone: (217) 782-1090

INDIANA

Franchise Section
INDIANA SECURITIES DIVISION
302 West Washington Street, Room E-111
Indianapolis, Indiana 46204
Telephone: (317) 232-6681

IOWA

Regulated Industries Unit
IOWA SECURITIES BUREAU
601 Locust Street, 4th Floor
Des Moines, Iowa 50309 - 3738
Telephone: (515) 281-5705

MARYLAND

Office of Attorney General
SECURITIES DIVISION
200 St. Paul Place
Baltimore, Maryland 21202-2020
Telephone: (410) 576-6360

ABBEEY CARPET CO., INC.

List of State Administrators

MICHIGAN

Franchise Administrator
THE STATE OF MICHIGAN
Consumer Protection Division
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
Telephone: (517) 335-7567

MINNESOTA

Securities Unit - Franchise Examiner
MINNESOTA DEPARTMENT OF
COMMERCE
85 7th Place East
Suite 280
St. Paul, Minnesota 55101
Telephone: (651) 539-1638

NEBRASKA

Department of Banking and Finance
THE STATE OF NEBRASKA
1526 "K" Street, Suite 300
Lincoln, Nebraska 68508-2732
Telephone: (402) 471-3445

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
Telephone: (212) 416-8222

NORTH DAKOTA

Franchise Examiner
OFFICE OF SECURITIES
COMMISSIONER
600 East Boulevard Avenue
State Capitol, Fifth Floor
Bismarck, North Dakota 58505
Telephone: (701) 328-4712

OREGON

Department of Consumer & Business Services
Division of Finance and Corporate Securities
350 Winter Street NE
Fourth Floor
Salem, Oregon 97301-3881
Telephone: (503) 378-4100

RHODE ISLAND

Securities Examiner
STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
SECURITIES DIVISION
1511 Pontiac Avenue
Building 68-2
Cranston, Rhode Island 02920
Telephone: (401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501
Telephone: (605) 773-3563

TEXAS

Statutory Documents Section
TEXAS SECRETARY OF STATE
Registrations Unit
The Rudder Building
1019 Brazos Street
Austin, Texas 78701
Telephone: (512) 475-0775

UTAH

Division of Consumer Protection
UTAH DEPARTMENT OF COMMERCE
160 East Three Hundred South
Salt Lake City, Utah 84114-6704
Telephone: (801) 530-6601

ABBAY CARPET CO., INC.

List of State Administrators

VIRGINIA

State Corporation Commission
Division of Securities and Retail
Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
Telephone: (804) 371-9051

WASHINGTON

Department of Financial Institutions
SECURITIES DIVISION
150 Israel Road SW
Tumwater, Washington 98501
Telephone: (360) 902-8760

WISCONSIN

Franchise Registration, Division of Securities
WISCONSIN DEPARTMENT OF FINANCIAL
INSTITUTIONS
4822 Madison Yards Way
North Tower
Madison, Wisconsin 53705
Telephone: (608) 261-9555

FEDERAL TRADE COMMISSION

Bureau of Consumer Protection
FEDERAL TRADE COMMISSION
600 Pennsylvania Avenue, NW
Washington, D.C. 20580
Telephone: (202) 326-2222

EXHIBIT "G"

ABBAY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 16, 2023

ABBAY'S REGISTERED AGENTS

FOR SERVICE OF PROCESS

ABBHEY CARPET CO., INC.
Abbey's Registered Agents for Service of Process

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in those states:

CALIFORNIA

Commissioner of Financial Protection and
Innovation
THE STATE OF CALIFORNIA
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
Telephone: (213) 576-7500
(866) 275-2677

CONNECTICUT

Banking Commissioner
STATE OF CONNECTICUT
DEPARTMENT OF BANKING
260 Constitution Plaza
Hartford, Connecticut 06103-1800
Telephone: (860) 240-8299

HAWAII

Commissioner of Securities
THE STATE OF HAWAII
King Kalakaua Building
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
Telephone: (808) 586-2744

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-1090

INDIANA

Secretary of State
STATE OF INDIANA
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
Telephone: (317) 232-6531

MARYLAND

Securities Commissioner
MARYLAND DIVISION OF SECURITIES
200 St. Paul Place
Baltimore, Maryland 21202-2020
Telephone: (410) 576-6360

MICHIGAN

Attorney General
THE STATE OF MICHIGAN
Consumer Protection, Franchise Section
525 West Ottawa
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
Telephone: (517) 335-7567

MINNESOTA

State of Minnesota
Department of Commerce
Securities Division
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
Telephone: (651) 539-1638

NEW YORK

Secretary of State
One Commerce Plaza
99 Washington Avenue, 6th Floor
Albany, New York 12231
Telephone: (518) 473-2492

NORTH DAKOTA

Commissioner of Securities
OFFICE OF SECURITIES COMMISSIONER
600 East Boulevard Avenue
State Capitol, Fifth Floor
Bismarck, North Dakota 58505
Telephone: (701) 328-2910

ABBAY CARPET CO., INC.
Abbey's Registered Agents for Service of Process

OREGON

Director
OREGON DEPARTMENT OF CONSUMER &
BUSINESS SERVICES
Division of Finance and Corporate Securities
350 Winter Street NE, Room 410
Salem, Oregon 97301-3881
Telephone: (503) 378-4100

VIRGINIA

The Clerk of the
STATE CORPORATION COMMISSION
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
Telephone: (804) 371-9051

RHODE ISLAND

Director
STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
SECURITIES DIVISION
1511 Pontiac Avenue
Building 68-2
Cranston, Rhode Island 02920
Telephone: (401) 462-9527

WASHINGTON

Department of Financial Institutions
SECURITIES DIVISION
150 Israel Road SW
Tumwater, Washington 98501
Telephone: (360) 902-8760

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501
Telephone: (605) 773-3563

WISCONSIN

Franchise Registration, Division of Securities
WISCONSIN DEPARTMENT OF FINANCIAL
INSTITUTIONS
4822 Madison Yards Way
North Tower
Madison, Wisconsin 53705
Telephone: (608) 266-8557

EXHIBIT "H"

ABBAY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated December 31, 2022

ABBAY'S CURRENTLY OPERATING MEMBERS

ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

The following is a list of members who, as of December 31, 2022 had executed membership agreements and were operating Abbey Showrooms:

Alabama

Abbey Carpet of Anniston
JTG Enterprises
1008 Highway 431 North
Anniston, AL 36206
Ted Gregerson
Matthew Ellis
256-231-0008

Abbey Carpet & Floor of Madison
Wolde Flooring
7559 Highway 72 West, Suite B
Madison, AL 35758
Leon & Joy Wink
256-325-8453

Abbey Carpet of Phenix City
Huckaby Brothers Floor Coverings
3755 Highway 431 North
Phenix City, AL 36867
Stanley K. Huckaby
Cleven L. Huckaby
334-291-1457

Arizona

Abbey Carpet Lake Havasu
Oasis Floors
621 N. Lake Havasu Ave.
Lake Havasu City, AZ 86403
Keith Williams
Anna Anderson
928-680-0550

Abbey Carpet & Floor of Prescott
Prescott Floors, Inc.
1239-1241 W. Iron Springs Road
Prescott, AZ 86305
Peggy Hurst
928-771-9121

Abbey Carpet & Floor of Scottsdale
Craftsman Court Ceramics
4237 N. Craftsman Court
Scottsdale, AZ 85251
Cale Clayton
480-970-6611

Abbey Carpet & Floor of NW Scottsdale
Clayton Floor Covering & Design
6991 E. Camelback Rd., Ste #C152
Scottsdale, AZ 85251
Cale Clayton
480-584-5025

Arkansas

Abbey Carpet of Rogers
Abbey Carpet & Floor
Abbey Carpet & Interiors
2812 S. Walton Boulevard
Bentonville, AR 72712
Lori Robinson Kumar
479-464-9292

Abbey Carpet & Floor of S. Bentonville
Abbey Carpet & Floor
ARC2 LLC
2812 S. Walton
Bentonville, AR 72712
Ravi Kumar
479-464-4411

Abbey Carpet & Floor of Berryville
Superior Floor Co.
Apache Enterprise, Inc.
910 West Trimble Ave., Suite 6
Berryville, AR 72616
Mark Houser
870-423-6075

**ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet of Ft. Smith
Davis Abbey Carpet & Floor
Davis Floor Covering, Inc.
3401 S. 79th Street
Ft. Smith, AR 72903
John Davis
479-452-4808

Abbey Carpet of Hot Springs
Clarks Building Materials
419 Westinghouse Drive
Hot Springs, AR 71901
Alan Clark & Mista Henry
501-262-2262

Abbey Carpet of Jonesboro
Laws Abbey Flooring Center
2100 West Washington Avenue
Jonesboro, AR 72401
Michelle Laws & James Laws
870-932-5297

California

Abbey Carpet of Anaheim
State College Distributor
1620 S. State College Blvd.
Anaheim, CA 92806
Alvan Silverberg
714-935-0533

Abbey Carpet of Antioch
Fashion Floors
1802 Verne Roberts Circle
Antioch, CA 94509
Steve & Shirley Siegfried
925-754-7006

Abbey Carpet of Arcadia
Ragers Abbey Floor & Window Covering
I. J. Rager Floor Covering
918 S. Myrtle Ave.
Monrovia, CA 91016
Irven (Irv) Rager
Kathleen Harrison
626-446-6753

Abbey Carpet of Arcata
Arcata Pro Floor Abbey Design Center
Arcata Pro Floor, Inc.
613 H Street
Arcata, CA 95521
Jeff Schmitt
Lisa Townsend-Schmitt
707-822-2838

Abbey Carpet & Floor of Auburn
Floortex Design Abbey Floors
1775 Grass Valley Highway
Auburn, CA 95603
Rudy Hassid
530-888-8889

Abbey Carpet & Floor of Benicia
Albertson's Abbey Carpet & Floor
511 First Street
Benicia, CA 94510
Mark Albertson
707-746-0324

Abbey Carpet of Camarillo
Abbey Carpet Hardwood Tilz
Soebbing, Inc.
1764 Ventura Boulevard
Camarillo, CA 93010
Russell Soebbing
805-445-4700

Abbey Carpet & Floor of San Fernando
Valley
The Floor Club of San Fernando Valley
Floor Scene, Inc.
8431 Canoga Avenue, Suite A
Canoga Park, CA 91304
Dave Compton
818-885-0844

ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of Cerritos
Steven's Abbey Carpet & Floor
Steven's Carpet & More
19104 South Norwalk Blvd.
Cerritos, CA 90701
Fernando Ruvalcaba
562-924-9248

Abbey Carpet & Floor of Concord
Contra Costa Flooring
1150-B Burnett Avenue
Concord, CA 94520
Lucas Root
Damian Mutulo
925-686-9901

Abbey Carpet of Corona
Sid's Carpet Barn
Curtis Allan Floor Covering
3035 Palisades Drive
Corona, CA 92880
Allan Ziman
951-898-1600

Abbey Carpet of Costa Mesa
Hart's Rugs & Carpets
Cymru Trading, Inc.
101 Kalmus
Costa Mesa, CA 92626
Becky Wright
Christian Morwood
714-434-8440

Abbey Carpet of Danville
Floortex Design First Choice Abbey
101 G Town & Country Drive
Danville, CA 94526
Rudy Hassid
925-838-5580

Abbey Carpet & Floor of El Cerrito
Bohm Group, LLC
10351 San Pablo Avenue
El Cerrito, CA 94530
Kevin Bohm
510-527-4262

Abbey Flooring Design Center of Elk
Grove
Capital Commercial Flooring
7621 Laguna Blvd. #130
Elk Grove, CA 95758
Jim Hensley
Spike Gilley
916-428-8800

Abbey Carpet of Fairfield
Gillespie's Abbey Carpet & Floor
Gillespie's Carpet Center
360 Chadbourne Road
Fairfield, CA 94534
Steve Hoover
Monte Hoover
Craig Hoover
707-427-3773

Abbey Carpet & Floor of Gardena
Fancy Floors, Inc.
3535 Lomita Blvd.
Torrance, CA 90505
Shaun Esmaili
310-464-8694

Abbey Carpet & Floor of Hayward
Century Carpet, Inc.
703 A Street
Hayward, CA 94541
Simon Chey
510-886-7555

Abbey Carpet & Floor of Healdsburg
Healdsburg Floor Covering
1423 Grove Street
Healdsburg, CA 95448
George Diebold
707-433-8008

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey of Huntington Beach
Boyer-Ambrose Abbey Carpet & Floor
16632 Gemini Lane
Huntington Beach, CA 92647
Paul Boyer
Ralph Ambrose
Vena Sloan
714-841-9676

Abbey Carpet of Lafayette
Blodgett's Abbey Carpet & Flooring
Blodgett's Linoleum
3291 Mt. Diablo Court
Lafayette, CA 94549
Larry & Karen Blodgett
925-284-4807

Abbey Carpet & Floor of Laguna Beach
Sawdust Flooring & Kitchen
1920 S. Coast Hwy
Laguna Beach, CA 92651
Alireza Savoji
949-715-1517

Abbey Carpet of Livermore
G & K Carpet, Inc.
34 South P Street
Livermore, CA 94550
Gary Wolfe
925-443-8300

Abbey Carpet & Floor of Lodi
Classic Design Interiors
2303 S. Stockton St.
Lodi, CA 95240
Tiffany Gomes
Ron Lynch
209-334-4060

Abbey Carpet of Menlo Park
San Mateo Carpets, Inc.
626 Santa Cruz Avenue
Menlo Park, CA 94025
Lewis Stanton
Nancy Stanton
650-462-0800

Abbey Carpet of Napa
Abbey Carpets Unlimited Design Center
Carpets & Furniture Unlimited
1145 Jordan Lane
Napa, CA 94559
Janice Clifton
Jon Clifton
707-252-6695

Abbey of National City
Sid's Carpet Barn, Inc.
132 W. 8th Street
National City, CA 91950
Allan Ziman
619-477-7000

Abbey Carpet & Floor of Norco
Compare Carpets & Hardfloors
2075 Tandem Way
Norco, CA 92860
Joel Bouman
Mark McCall
951-371-7717

Abbey Carpet of Oakdale
Abbey Carpets & Interiors
C & L Interiors
1530 West F Street
Oakdale, CA 95361
Scott Larson
209-847-7656

Abbey Carpet of Oceanside
Oceanside Abbey Carpet & Floor
Phillips Carpets
4001 Avenida De La Plata, #101
Oceanside, CA 92056
Martha Martinez
760-757-5033

Abbey Carpet & Floor of Palm Springs
Modern Home Design Showroom
611 S. Palm Canyon Dr., #2
Palm Springs, CA 92264
Mark Davis
760-320-8422

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet & Floor of Petaluma
BJM Construction, Inc.
450 Lakeville Street #F
Petaluma, CA 94952
Brian Miller
707-762-5514

Abbey Carpet & Floor of West Petaluma
Tri County Design Center
821 N. Petaluma Blvd.
Petaluma, CA 94952
Brian Miller
707-769-1010

Abbey Carpet & Floor of Rancho Cordova
Rancho Cordova Floors, Inc.
11351 Folsom Blvd. Suite #2
Rancho Cordova, CA 95742
Lucas Root
347-387-4992

Abbey Carpet & Floor of Redlands
Mars Carpet & Flooring
1737B Orange Tree Lane
Redlands, CA 92374
Jim Forester
909-792-7022

Abbey Carpet of Riverside
Abbey Carpet & Floor
6680 Van Buren Blvd
Riverside, CA 92503
James E. Reeves
951-354-9800

Abbey Carpet & Floor of Roseville
Floors Designs & More, Inc.
199 Cirby Way, Suite 10
Roseville, CA 95678
Charlie Aoun
916-782-1303

Abbey Flooring Design
Center of Sacramento
Abbey Flooring, Inc.
1307 Striker Avenue, Suite 105
Sacramento, CA 95834
Jim Hensley
916-928-4420

Abbey Flooring Design
Center of Natomas
Abbey Flooring, Inc.
Capital Commercial Flooring
1307 Striker Avenue, Suite 105
Sacramento, CA 95834
Jim Hensley & Thomas Irwin
916-928-4477

Abbey Carpet of Salinas
Oldtown Abbey Carpet & Floor
Oldtown Carpets Inc.
118 E. Gabilan Street
Salinas, CA 93901
Brad Griffin
831-754-2036

Abbey Carpet of San Carlos
Watson's Floor Coverings
990 Industrial Road, Suite 103
San Carlos, CA 94070
Antonia Rodas
Waldo Rodas
650-593-0631

Abbey Carpet Corner Design Center
Abbey Carpet & Floor San Diego
MP Flooring
9446 Miramar Road
San Diego, CA 92126
Michael Peasley
Adam Rosen
858-566-2950

**ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet & Floor of San Francisco
Floortex Design Abbey Floors
2900 Geary Boulevard
San Francisco, CA 94118
Rudy Hassid
415-752-6620

Abbey Carpet of San Jose
Blossom Valley Interiors
1191 Meridian Avenue
San Jose, CA 95125
Steve Delamore
408-269-2966

Abbey Carpet of SLO County
SLO Carpet Outlet
161 High Street
San Luis Obispo, CA 93401
Kalen George
805-541-5154

Abbey Carpet San Luis Obispo
Coast Carpet
161 High Street
San Luis Obispo, CA 93405
Kalen George
805-541-5153

Abbey Carpet of San Mateo
San Mateo Carpets, Inc.
101 N. Amphlett Blvd.
San Mateo, CA 94401
Nancy Stanton
Lewis Stanton
650-347-0800

Abbey Carpet of San Rafael
Rafael Floors-Abbey Carpet
Rafael Floor Covering & Appliance Inc.
822 Francisco Boulevard West
San Rafael, CA 94901
Ron Leach
Steven Villa
415-456-3656

Abbey Carpet Santa Barbara
Abbey's Carpet City
Goleta Carpet Town, Inc.
317 Chapala Street
Santa Barbara, CA 93101
Pablo Gallardo
805-966-1606

Abbey Carpet of Saugus
Wicall's Carpet & Vinyl
26635 Valley Center Dr. #104
Santa Clarita, CA 91350
Bill & Lisa Wicall
661-259-6040

Abbey Carpet of Santa Fe
Universal Metro, Inc.
12253 East Florence Avenue
Santa Fe Springs, CA 90670
David Springer
David Triepke
562-906-8484

Abbey Carpet & Floor of Santa Maria
Abbey Carpet & Floor
2051 South Broadway
Santa Maria, CA 93454
Johanne Corteguera
805-347-1121

Abbey Carpet & Floor of Santa Monica
Carpet Showcase
734 Santa Monica Blvd.
Santa Monica, CA 90401
Tony Kopalian
Harry Kopalian
818-789-7149

Abbey Carpet & Floor of Santa Rosa
Floortex Design
3780 Santa Rosa Ave.
Santa Rosa, CA 95407
Rudy Hassid
707-542-4981

**ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet of Santee
Ra Yo Wholesale
11495 Woodside Avenue
Santee, CA 92071
Edward Young
Ghayda Young
619-448-7144

Abbey Carpet & Floor of Scotts Valley
San Lorenzo Floors Abbey Carpet
San Lorenzo Floors & Interiors
3113 Scotts Valley Drive
Scotts Valley, CA 95066
John Arbogast
831-461-1300

Abbey Carpet & Floor of Shasta Lake
Shasta Lake Floors
4052 Shasta Dam Blvd.
Shasta Lake, CA 96019
Pete & Joy Corcoran
530-275-8530

Abbey Carpet & Floor of Sherman Oaks
Carpet Showcase
13960 Ventura Blvd
Sherman Oaks, CA 91423
Tony Kopalian
Harry Kopalian
818-789-7149

Abbey Carpet of Simi Valley
Hawse Abbey Carpet
R & D, Inc.
4166 E. Los Angeles Avenue
Simi Valley, CA 93063
Robert Hawse
805-527-3716

Abbey Carpet & Floor of Sonora
Abbey Carpet by Perea
G&K Flooring, LLC
14869 Mono Way
Sonora, CA 95370
Kristina Perea
Guy Perea
209-532-5666

Abbey Carpet of Sutter Creek
Barron's Floor Covering
Comstock Sales, Inc.
100 West Ridge Road, Suite A
Sutter Creek, CA 95685
Daniel Ristrom
209-267-0200

Abbey Carpet of Thousand Oak
Thousand Oaks Carpet Tyme
620 E. Thousand Oaks Blvd
Thousand Oaks, CA 91360
Thomas Costigan
805-495-0809

Abbey Carpet of Torrance
American Carpet, Inc.
23837 Hawthorne Blvd
Torrance, CA 90505
Mehdi & Hehdi Bozorgzad
310-375-4545

Abbey Carpet & Floor of Tracey
Spencer Flooring & Paint
475 W. Grant Line Road
Tracy, CA 95376
Kipp Skelton
209-835-5537

Abbey Carpet of Truckee
Bassett Flooring, Inc.
10800 Pioneer Trail, Unit 3
Truckee, CA 96161
Tyler Nyby
Steve Bassett
530-582-7428

Abbey Carpet & Floor of Upland
Warren Clarks Custom Carpets
715 North Mountain Avenue
Upland, CA 91786
Warren Clark
909-981-0045

ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of Vacaville
Floortex Design
Action Carpet Sales, Inc.
900 Merchant Street
Vacaville, CA 95688
Rudy Hassid
707-451-6660

Canada

Abbey Carpet of Montreal
Carpette Multi Design
8136 A Boulevard Decarie
Montreal, QC H4P2S8
Maha
Benoit Bouchard
Lorne Blumer
514-344-8877

Colorado

Go Green Flooring-
An Abbey Showroom
The Carpet Line, Ltd.
5485 Western Avenue
Boulder, CO 80301
Brenda Steele
303-440-4442

Abbey of Colorado Springs
Interiors/Exteriors
Tattersall Properties, Inc.
995-B Garden of Gods Rd
Colorado Springs, CO 80907
Thomas George
Doris George
719-593-9390

Abbey Carpet of Craig
Abbey Carpets By Braia
Get Down Carpets
408 E. Victory Way
Craig, CO 81625
Dennis Braia
970-826-0888

Abbey Carpet & Floor of Denver
B&T Inc. - The Floor Club of Denver
741 South Huron Street
Denver, CO 80223
Bill Fowler
303-777-6277

Abbey Carpet & Floor of Fort Collins
Advanced Interiors, Inc.
Northern Colorado
7287 Greenridge Rd., Unit 1
Windsor, CO 80550
Chris Carney
Shawn Matz
970-482-6242

Abbey Carpet of Grand Junction
Abbey Carpet & Floor
Diamond Carpets, Inc.
2565 American Way
Grand Junction, CO 81501
Jeff Jacobson
970-241-8284

Abbey Carpet & Floor of Lakewood
Bretz Interiors
1585 Allison Street
Lakewood, CO 80214
Pat Fear
Dale Bretz
303-234-1727

Abbey Carpet of Northglenn
Abbey Carpet & Tile
Aurora Tile, Inc.
11455 Washington Street, #G
Northglenn, CO 80233
Kevin Fullmer
303-457-8668

ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Connecticut

Abbey Carpet of Stamford
Classic Carpet & Rug
Commercial Carpet & Rug
84 Commerce Road
Stamford, CT 06902
Jack Breiner
Dan Breiner
203-359-3622

Abbey Carpet of Waterbury
Carpets Plus, Inc.
24 Falls Avenue
Waterbury, CT 06708
Jeff Dell
203-753-8235

Abbey Carpet of W. Hartford
Epstein Bros. Abbey Carpet & Floor
Epstein Bros. Carpet, Inc.
1128 New Britain Ave.
West Hartford, CT 06110
Gary Epstein
Mark Epstein
860-236-1281

Abbey Carpet & Floor of Wilton
Westwood Flooring & Design Center
643 Danbury Road
Wilton, CT 06897
Pat McCarney
914-762-5600

Delaware

Abbey Carpet & Floor of Wilmington
Floor Concepts, Inc.
4315 Kirkwood Highway
Wilmington, DE 19808
Sean Henry
302-994-5002

Florida

Abbey Carpet & Floor of Bonita Springs
Abbey Carpet & Floor Outlet
25321 Bernwood Drive
Bonita Springs, FL 34135
Phillip Gutierrez
239-947-3172

Abbey Carpet of Brandon
Naffco Abbey Floors & Blinds
Naffco Palma Ceia
1912 West Brandon Boulevard
Brandon, FL 33511
Mary Baker
813-413-8313

Abbey Carpet & Floor of Cape Coral
Abbey Carpet & Floor at Patricia's
Interiors by Patricia
4524 SE 16th Place
Cape Coral, FL 33904
Jeff Houfek
Sam Terzagian
239-549-4524

Abbey Carpet of Clermont
Best Flooring Center
833 West Highway 50
Clermont, FL 34711
William Barnes
352-394-6940

Abbey Carpet & Floor of Crystal River
Best Flooring Center of Citrus County
6633 W. Gulf To Lake Hwy
Crystal River, FL 34429
Mike Thomas
352-726-4465

Abbey of Fernandina Beach
Classic Carpets & Interiors
802 S. 8th St.
Fernandina Beach, FL 32034
Herbert Kellum
Gayle Kellum
904-261-0242

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of Lee County
Bendele Abbey Carpet & Floor
DCB Flooring
11998 S. Cleveland Avenue
Fort Myers, FL 33907
Craig Bendele
239-936-7176

Abbey Carpet of Fruitland Park
Best Flooring Center
W.H. Barnes, Inc.
3480 US Hwy 441/27
Fruitland Park, FL 34731
William Barnes
352-728-4443

Abbey Carpet Ft. Lauderdale
Paul's Carpet Company
Paul's Distributing Company
1231 NE 8th Ave.
Ft. Lauderdale, FL 33304
Katherine Moseley
954-763-6904

Abbey Carpet & Floor of Hallandale
Not Just Carpet
3020 SW 30th Avenue
Hallendale, FL 33009
Ignacio Loterstein
Christian Castiglia
954-454-6993

Abbey Carpet & Floor of Inverness
Best Flooring Center of Citrus County
138 N. Florida Ave.
Inverness, FL 34453
Mike Thomas
352-726-4465

Abbey Carpet & Floor of Jacksonville
The Floor Club
11840 Beach Blvd., Suite #7
Jacksonville, FL 32246
Collen Barnett
Tim Barnett
904-646-4400

Abbey Carpet & Floor of Lady Lake
Best Flooring An Abbey Carpet &
Floor Dealer
8590 East County Road #466, Suite C
Lady Lake, FL 32162
Bo Barnes
352-753-1739

Abbey Carpet of Lake City
Wayne's Carpet Plus
3325 South US Hwy. 441
Suite 101
Lake City, FL 32025
J. Wayne Adams
386-719-4200

Abbey Carpet & Floor of Lakeland
Nance's Flooring, Inc.
1627 East Gary Road
Lakeland, FL 33801
Craig Nance
Sharron Nance
863-682-6700

Abbey Carpet of Largo
Abbey Carpet & Floor of Largo
13120 66th Street
Largo, FL 33773
Mark Munjone
Arthur Munjone
727-524-1445

Abbey Carpet of Marathon
D'Assign Source
11500 Overseas Highway
Marathon, FL 33050
Franco D'Ascanio
305-743-7130

Abbey Carpet & Floor of Naples
Abbey Carpet & Floor
13250 Tamiami Trail North
Naples, FL 34110
Philip Gutierrez
239-596-5959

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet & Floor of Ocala
Abbey Flooring and More
1645 SE 58th Ave #6
Ocala, FL 34480
Fatine Bendriss
352-624-3002

Abbey Carpet of Orange City
Williams Abbey Carpet & Floors
Williams Floorcenter, Inc.
2740 Enterprise Road
Orange City, FL 32763
George Goshorn
386-775-4000

Abbey Carpet & Floor of Orlando
Blackton, Inc.
1714 Alden Rd
Orlando, FL 32803
Micky Blackton
407-898-2661

Abbey Carpet of Panama City
Sharp Carpet & Ceramic Tile
2617 Martin Luther King Jr. Blvd.
Panama City, FL 32405
Herb Sharp
Terri Rhodes
850-769-8505

Abbey Carpet & Floor of Port Charlotte
Friendly Floors
M. Benson Consulting, Inc.
3785 Tamiami Trail
Port Charlotte, FL 33952
Marjorie Benson
941-624-0077

Abbey Carpet of Port St. Joe
Carpet Country
Pliers Floor Covering
2760 Highway 98 West
Port St. Joe, FL 32456
Kenny Peak
850-227-7241

Floor Specialists,
An Abbey Design Center
Floor Specialists of Wellington
11101 South Crown Way #5
Wellington, FL 33414
Tom Ferris
561-514-1912

Abbey Carpet & Floor of Sanford
Sanford Carpet and Flooring
2553 Park Drive
Sanford, FL 32773
Sandy King
Lawrence King
407-322-3241

Abbey Carpet of Sarasota
Carpet Inn of Sarasota, Inc.
4107 Clark Road
Sarasota, FL 34233
Anthony Colonna (Tony)
941-923-2381

Abbey Carpet & Floor of Sebastian
Jerry Smith Flooring & Design Center
915 US Highway 1
Sebastian, FL 32958
Mickie Willaman
772-589-6818

Abbey Carpet & Floor E. Sebring
Slash Pines Construction, Inc.
207 Mini Ranch Road
Sebring, FL 33870
Brannon Sparks
886-381-9017

Abbey Carpet & Floor of S. Daytona
Wadsworth Carpet Warehouse
2012 So. Ridgewood Avenue
South Daytona, FL 32119
David Wadsworth
386-767-1114

ABBHEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of St. Augustine
Hester's Abbey Floor Coverings
Freedom Lake, Inc.
3220 US Highway 1 South
St. Augustine, FL 32086
Scott Kophamer
904-797-2929

Abbey Carpet & Floor of Stuart
Flooring USA
Design Wholesale, Inc.
2587 SE Federal Hwy.
Stuart, FL 34994
Robert (Bob) Cummings
772-463-6400

Abbey Carpet & Floor of Sun City
John Moore Floor Covering, Inc.
1629 Sun City Center Plaza
Sun City, FL 33573
John Moore
813-633-7116

Abbey Carpet of Tallahassee
ABC Abbey Carpet & Floor of Tallahassee
Apartment Owners Best Carpet
1516-B Capital Circle SE
Tallahassee, FL 32301
Johnny Johnson
850-877-6600

Abbey Carpet of East Tampa
Szold's Modern Floor Covering
4602 East 7th Avenue
Tampa, FL 33605
Steve Krasinski
813-248-4989

Abbey Carpet of Palma Ceia
Naffco Abbey Floors & Blinds
Bay to Bay Design, Inc.
1510 S. MacDill Ave.
Tampa, FL 33629
Mary Baker
813-254-4066

Abbey Carpet of North Tampa
Naffco Abbey Floors & Blinds
Celebrity Carpets
14306 N. Dale Mabry Road
Tampa, FL 33618
Mary Baker
813-961-1362

Abbey Carpet of Tavares
Best Flooring Center
W H Barnes, Inc.
324 W Burleigh Blvd
Tavares, FL 32778
William Barnes
352-343-0027

Abbey Carpet of West Palm Beach
Florida Carpet & Interiors Inc.
6250 North Military Trail
West Palm Beach, FL 33407
Ronald Wilkes
Nancy Wilkes
561-848-7847

Georgia

Abbey Carpet & Floor of Leesburg
Katz Floor Covering
260 Cedric Street
Leesburg, GA 31763
Chuck Katz
229-889-0082

Abbey Carpet & Floor of Martinez
A&D Carpets Inc. & Hardwood
320 S. Belair Rd.
Martinez, GA 30907
Angela Key
Becky Critell
706-863-8879

ABBEEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of Thomson
Thomson Carpet Center
1280 Washington Road
Thomson, GA 30824
Raymond Swann
Mark Swann - Mgr.
706-595-6123

Hawaii

Abbey Carpet of Aiea
Abbey Carpet & Floor of Hawaii
Carpet Masters
98-761 Oihana Place #D-3
Aiea, HI 96701
Roy Tokuhama
Gary Martin (Manager)
808-487-6667

Abbey Carpet of Maui
Maui Carpet & Drapery
25 South Kahuli Beach Road
Kahului, HI 96732
Warren Orikasa
808-871-5825

Idaho

Abbey Carpet of Meridian
Meridian Floor Covering
30 East Franklin Road
Suite 70
Meridian, ID 83642
Joe Waite
208-888-9103

Abbey Carpet of Post Falls
Fairway Floor, Inc.
Fairway Floor & Design
4149 E. 16th Avenue
Post Falls, ID 83854
Ron Trenkle
Gary Frost
208-777-7711

Illinois

Abbey Carpet of Chicago
Rexx Rug & Linoleum, Inc.
3312 N. Lincoln Avenue
Chicago, IL 60657
Neil Schaye
773-281-8800

Abbey Carpet & Floor of Dixon
Brothers Flooring
1419 N. Galena Avenue
Dixon, IL 61021
Keith Grell
805-882-1928

Abbey Carpet of N. Elgin
Advantage Contractor Solutions, Inc.
1750 Todd Farm Drive, Unit C
Elgin, IL 60123
Carolyn Defano
Stephen Drake
847-841-8905

Abbey Carpet of Elmhurst
Carpets of Elmhurst, Inc.
105 W. Second Street
Elmhurst, IL 60126
Kenneth Yeager
630-833-6550

Abbey Carpet of Fulton
Van's Carpet Korner, Inc.
1430 10th Avenue
Fulton, IL 61252
John Mueller
815-208-7020

Abbey Carpet of Alton
Buck's Decorating Center
5411 Godfrey Road
Godfrey, IL 62035
Pat Parker
Mary Parker
618-466-2581

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of Litchfield
Short Furniture Company
319 North State
Litchfield, IL 62056
William Short
217-324-2117

Abbey Carpet & Floor of New Lenox
Granite Mountain
14027 Illinois Highway
New Lenox, IL 60451
Mark Ritter
779-803-3624

Abbey Carpet of Naperville
Olde Towne Floors
12344 South Industrial Drive East
Plainfield, IL 60544
Daniel Burdzinski
815-230-3200

Abbey Carpet & Floor of Rock Falls
Brothers Flooring
1111 1st Avenue
Rock Falls, IL 61071
Keith Grell
815-535-9226

Abbey Carpet of Shelbyville
Short Furniture Company
114 West Main Street
Shelbyville, IL 62565
Stephen G. Burrell
217-774-3977

Abbey Carpet & Floor of Taylorville
Neikes Floor Covering
919 W. Spresser Street
Taylorville, IL 62568
Blake Richardson
217-824-2555

Abbey Carpet & Floor of Woodridge
Commercial Flooring Systems, Inc.
10216 Werch Drive, Suite 107
Woodridge, IL 60517
Dave & Smita Shah
630-739-7000

Abbey Carpet & Floor of Woodridge
Direct Floors
10216 Werch Drive, Suite 207
Woodridge, IL 60517
Dave & Smita Shah
630-739-7000

Indiana

Abbey Carpet of Anderson
Denney's Carpet, Inc.
1415 East 53rd Street
Anderson, IN 46013
Steven Denney
James Denney
765-644-1397

Abbey Carpet of Decatur
Habegger Flooring Distributors
1337 Village Green Drive
Decatur, IN 46733
Eldon Habegger II
260-724-2180

Abbey Carpet of Fort Wayne
Contract Interiors, Inc.
Contract Ceramic & Stone
140 East Jacobs Avenue
Fort Wayne, IN 46805
Stacey Bushey
Larry Hansen
260-423-3674

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet W. Greensburg
Custom Floors of Greensburg
Domingo Family, Inc.
921 E. State Road 46
Greensburg, IN 47240
Rick Meadows
Ray Domingo
812-663-2404

Abbey Carpet & Floor of Highland
Cover-Rite
9400 Indianapolis Boulevard
Highland, IN 46322
Kevin Kolodziej
Larry Kolodziej
Mary Kolodziej
219-922-6800

Abbey Carpet of Indianapolis
Indiana Seamless Floors
Carpets Mostly
3230 W. Southport Road
Indianapolis, IN 46217
Powers Hapgood
317-881-3265

Abbey Carpet & Floor of North
Indianapolis
The Floor Club
Flooring USA, Inc.
5505 East 82nd Street
Indianapolis, IN 46250
Randy Arnold
317-842-1001

Abbey Carpet & Floor of North Ft. Wayne
Carpet Discount of Ft. Wayne
817 Union Street
New Haven, IN 46774
Michael Pape
260-484-9042

Abbey Carpet of South Bend
South Bend Carpetland USA
50760 U.S. 31 North
South Bend, IN 46637
Chip Aschenbrenner
Wini Aschenbrenner
574-272-4500

Abbey Carpet of Terre Haute
Robinson's Abbey Carpet & Floor
Robinson's Floor Covering Center
218 Maple Avenue
Terre Haute, IN 47804
William Robinson
812-232-3163

Iowa

Abbey Carpet of Cedar Falls
BK Tile Abbey Flooring Center
BK Tile, Inc.
1922 Main Street
Cedar Falls, IA 50613
Bob Klein
319-553-3933

Abbey Carpet of Cedar Rapids
Phelan's Interiors
728 3rd Ave. SE
Cedar Rapids, IA 52401
Paul Phelan
319-363-9634

Abbey Carpet of Davenport
Abbey Carpet Gallery
4811 North Brady Street
Davenport, IA 52806
Bill Daley
563-391-2593

Abbey Carpet & Floor of Dubuque
Widmeier Flooring & Furniture
4390 Dodge St.
Dubuque, IA 52003
Joe Widmeier
563-690-2211

**ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet of Ft. Madison
Floors Decor & More Abbey Carpet
2331 Avenue L
Fort Madison, IA 52627
Dave Holtkamp
Sandy Holtkamp
319-372-7103

Abbey Carept & Floor of Indianola
Phillips Floors, Inc.
2714 N Jefferson
Indianola, IA 50125
Scott Laube
515-961-7300

Abbey Carpet of Iowa City
Sobaski Abbey Flooring Center
Sobaski Carpet
600 Hwy 1 West
Iowa City, IA 52246
Joe Sobaski
319-337-4054

Kansas

Abbey Carpet of Garden City
J&M Paint & Decorating Center, Inc.
J&M Paint & Wallcovering
1615 Buffalo Jones Avenue
Garden City, KS 67846
Jim Koerperich
Maurita Koerperich
620-276-3811

Abbey Carpet of Great Bend
Best Buy Carpet Outlet
Abbey Carpet and Floor
Al Smith Enterprises
1500 U.S. Hwy 281 Bypass
Great Bend, KS 67530
Al G. Smith
Patricia L. Smith
620-793-6845

Abbey Carpet of Overland Park
Designers Choice Wholesale Flooring
9102 Nieman Road
Overland Park, KS 66214
Kim Noe
913-492-3800

Abbey Carpet of Wichita KS
Bell Carpet & Floors, Inc.
801 W. Douglas
Wichita, KS 67213
Mark Bell
Wanda Robertson
316-265-9629

Louisiana

Lacour's Abbey Carpet World
Lacour's Carpet World
7421 Tom Drive
Baton Rouge, LA 70806
David Lacour
225-927-4130

Abbey Carpet of Chalmette
Weeco, Inc.
Flooring Showcase
600 West Judge Perez Drive
Chalmette, LA 70043
Charles Williams, Jr.
504-279-3864

Abbey Carpet & Floor of Covington
Southern Flooring, LLC
501 Winward Dr.
Covington, LA 70433
Chalan Scherer
Kyle McDanell
985-893-8699

Abbey Carpet & Floor of Kenner
Integrity Carpet, Inc.
2835 Virginia St.
Kenner, LA 70062
Heysi & Richardo Fuentes
504-712-5485

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet & Floor of NE Monroe
Custom Carpet & Interiors
1001 Sterlington Road
Monroe, LA 71201
AJ Siggers
318-323-6094

Abbey Carpet of Westwego
Wego Abbey Floors
1515 Westbank Expressway
Westwego, LA 70094
John Giardina
504-340-5000

Maine

Abbey Carpet & Floor of Portland
Port City Flooring
Maine Real Estate Services, LLC
277 Marginal Way
Portland, ME 04101
Liam McCoy
207-775-2434

Maryland

Abbey Carpet of Columbia
C.B. Flooring LLC
9515 Gerwig Lane, Suite 130
Columbia, MD 21046
Chuck Bode
410-381-5400

Abbey Carpet & Floor of N. Columbia
C.B. Flooring LLC
6770 Oak Hall Lane, Suite 104
Columbia, MD 21045
Chuck Bode
410-381-5900

Abbey Carpet & Floor of Easton
Kent Island Abbey Floor Coverings of
Easton
Wright Interiors
106 Marlboro Avenue
Easton, MD 21601
Eugene Beville
Kevin & Laura Wright
410-822-0090

Abbey Carpet & Floor of Edgewood
K.C. Flooring
2109 Emmorton Park Rd., Suite 105
Edgewood, MD 21040
Kevin Scheihing
410-670-3929

Abbey Carpet & Floor of Ellicott City
C.B. Flooring LLC
9469 Baltimore National Pike
Ellicott City, MD 21042
Chuck Bode
410-750-6080

Abbey Carpet of Gaithersburg
Floor Rio Abbey Carpet
Floor Rio & Carpets
54 Market Street
Gaithersburg, MD 20878
Ray Tabarzadi
301-921-6611

Abbey Carpet & Floor of Hampstead
Towne Pride Interiors
1214 North Main Street
Hampstead, MD 21074
Kenneth Wright
Craig Wright
Donna Wright
410-239-7500

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of Great Mills
Doyle's Abbey Carpet
Doyle's Carpet, Inc.
20041 Point Lookout Road
Lexington Park, MD 20653
Norman G. Doyle, Sr.
301-994-3650

Abbey Carpet of Kent Island
Kent Island Abbey Carpet & Floor
Village at Bentons Crossing
220 St. Claire Place
Stevensville, MD 21666
Eugene Beville
410-643-6752

Abbey Carpet & Floor of White Plains
Southern Maryland Floor Company
10505 Theodore Green Boulevard
White Plains, MD 20695
Bob Thompson
301-392-9211

Massachusetts

Abbey Carpet & Floor of Ashland
Abbey Carpet & Floor
JARBO
78 Union Street
Ashland, MA 01721
Craig Bogardus
508-881-5700

Abbey Carpet & Floor of Lawrence
Superior Rug Services Corp.
223 Winthrop Ave.
Lawrence, MA 01843
Aaron Sokolov
978-682-7651

Abbey Carpet of Weymouth
Abbey Carpet & Tile
Metro Carpet & Tile
238 Washington Street
Weymouth, MA 02188
Ed Mcphee
781-337-4800

Michigan

Abbey Carpet of Adrian
DWK Interiors, LLC
3292 N. Adrian Highway
Adrian, MI 49221
Dennis Kemerer
517-263-2377

Abbey Carpet of Cadillac
Nixon Carpet & Lumber
912 West 13th Street
Cadillac, MI 49601
James B. Nixon
231-775-1312

Abbey Carpet & Floor of Flint
Glenn Tile & Carpet, Inc.
5361 Fenton Road
Flint, MI 48507
Harry Ashbaugh & Tammy Taipalus
810-234-0759

Abbey Carpet & Floor of Holt
American Flooring, LLC
4655 E. Willoughby Road
Holt, MI 48842
Doug Daigle
517-694-7415

Abbey Carpet & Floor of Howard City
The Abbey Decorating Department
7910 Federal Road
Howard City, MI 49329
Derick & Krystal Dewey
231-937-4206

Abbey Carpet of Jackson
Collins Bros Floor Covering
154 W. Pearl Street
Jackson, MI 49201
Kent Kleinschmidt
Dave Blank
517-782-0298

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet & Floor of Sylvan Lake
Telesco Abbey Carpet & Floor
Telesco Floor & Interiors
2705 Orchard Lake Road
Keego Harbor, MI 48320
Jeff Telesco
248-682-5600

Abbey Carpet of Livonia
Abbey Flooring & Design
PFC Sales, LLC
17200 Farmington Road
Livonia, MI 48152
Edward Barann
734-427-7120

Abbey Carpet & Floor of Mattawan
West Michigan Carpet and Tile
53109 N. Main Street
Mattawan, MI 49071
Vince Marsilio
269-668-5378

Abbey Carpet of Midland
A.T. Frank Co.
2218 N. Saginaw
Midland, MI 48640
Robert Frank
989-839-0022

Abbey Carpet of Monroe
Runyon's Carpet Sales & Interiors
1975 N. Monroe Street
Monroe, MI 48162
Tony Runyon
734-242-2836

Abbey Carpet of Saginaw
A.T. Frank Co., Inc.
3135 Boardwalk
Saginaw, MI 48603
Greg Frank
Ken Kramer
989-497-1900

Abbey Carpet of W. Saginaw
Ed Lynes & Sons, Inc.
7575 Gratiot Road
Saginaw, MI 48609
Robert (Bob) Frank
989-781-0300

Abbey Carpet of N. Saginaw
A.T. Frank Outlet, Inc.
3911 Bay Road
Saginaw, MI 48603
Robert (Bob) Frank
Ken Kramer / Manager
989-793-9880

Abbey Carpet of Sparta
Abbey Town & Country
JVK Enterprises
9660 Sparta Avenue
Sparta, MI 49345
Joel Vande Kieft
616-887-1767

Abbey Carpet of Tawas City
Wojahn Carpet & Furniture
Wojahn Floor Covering, Inc.
30 West M-55
Tawas City, MI 48763
Keith Wojahn
Penny Wojahn
989-362-4449

Abbey Carpet & Floor of Traverse City
America's Carpet Barn
883 US 31 South
Traverse City, MI 49685
Ron Rogers
Mary Reese
231-943-7447

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Minnesota

Abbey Carpet of Apple Valley
Abbey Decorating Center
6808 151 Street West, Suite 104
Apple Valley, MN 55124
Dave Kramer
952-891-5100

Abbey Carpet of Cambridge
1565 Highway 95 East
Cambridge, MN 55008
Shawn Nedegaard
763-689-5054

Abbey Carpet & Floor of Chisago City
Giese Carpet
Giese Carpet LLC
10490 South Avenue
Chisago, MN 44013
Peter Wilson
651-257-1240

Abbey Carpet & Floor of Duluth
Plywood Minnesota of Duluth
1735 Maple Grove Rd.
Duluth, MN 55811
Sean Bradley
218-722-6306

Abbey Carpet & Floor of Eden Prairie
The Floor Center
Erskine Wood Floors
12578 Plaza Drive
Eden Prairie, MN 55344
Todd Erskine
952-946-1313

Selands Abbey Flooring Center
RBLs, Inc.
17296 County Highway 82
Fergus Falls, MN 56537
Rich Seland
218-739-1177

Abbey Carpet & Floor of North Branch
Giese Carpet
Giese Carpet LLC
38875 Forest Blvd.
North Branch, MN 55056
Peter Wilson
651-674-4959

Abbey Carpet of Northwest
Abbey Carpet Northwest, Inc.
Great Carpet, Inc.
233 Central Avenue
Osseo, MN 55369
Sheila Robinson
763-425-0679

Abbey Carpet & Floor of Rochester
Family Tradition Flooring
406 37th St. NE
Rochester, MN 55906
Katie Savage
Ben Savage
507-258-1000

Abbey Carpet of Savage
Thoroughbred Carpets
8745 W. Highway 101
Savage, MN 55378
Mike Heise
Jennifer Heise
952-445-9140

Abbey Carpet & Floor of St. Cloud
Traditional Floors & Design Center
1800 Highway 23 East
St. Cloud, MN 56304
Pam Schlagheck
320-251-5200

Abbey Carpet of White Bear Lake
Suburban Floor Covering, Inc.
Suburban Store Floor Covering
3598 Linden Avenue
White Bear Lake, MN 55110
William Sonntag (Bill)
651-779-0365

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet & Floor of Woodbury
The Floor Center
Erskine Wood Floors, Inc.
7030 Hudson Road
Woodbury, MN 55125
Todd Erskine
651-730-2021

Mississippi

Abbey Carpet & Floor of Hattiesburg
A&A Flooring
22 Graham Rd.
Hattiesburg, MS 39402
Hank Lott
601-758-0800

Missouri

Abbey Carpet & Floor of Cape Girardeau
Ultimate Flooring & Paint
2465 Cape Center Dr.
Cape Girardeau, MO 63703
Darrin Johnson
573-335-0204

Abbey Carpet & Floor of Concordia
Rudi's Carpet & Furniture
711 S. Main St.
Concordia, MO 64020
James Harms
660-463-2889

Abbey Carpet of St. Charles
Basye Abbey Carpet & Floor
Basye Flooring Company
4091 North St. Peters Park
St. Charles, MO 63304
Randy Basye
636-939-3666

Abbey Carpet & Floor of Sikeston
Ultimate Flooring & Paint
777 S. Main St.
Sikeston, MO 63801
Darrin Johnson
573-471-7660

Montana

Abbey Carpet & Floor of Billings
Rimrock Cabinet Co.
547 S. 20th St. West #7
Billings, MT 59102
Steve Wylie
406-651-8109

Abbey Carpet of Glendive
Koch Furniture Co.
320 North Kendrick
Glendive, MT 59330
Chuck Bondley
406-365-3665

Abbey Carpet of Great Falls
Floors & More
920 1st Avenue North
Great Falls, MT 59401
Neil Swift
Gretchen Swift
406-761-7820

Abbey Carpet of Havre
Valley Furniture Company
315 West First Street
Havre, MT 59501
Mike Evans
406-265-2278

Abbey Carpet of Kalispell
Roybal's Abbey Carpet
RFI Inc.
11 Main Street
Kalispell, MT 59901
Paul Roybal
406-752-7655

ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of Lewistown
Smarts Abbey Carpet & Floor
Smart Flooring & Design
202 West Broadway
Lewistown, MT 59457
Bill Smart
Debbie Smart
406-538-4336

Abbey Carpet & Floor of Livingston
Livingston Flooring and Carpet Center
109 North N Street
Livingston, MT 59047
Chris Tokash
Kevin Tokash
406-222-7260

Abbey Carpet of Ronan
Big Sky Flooring Company
63540 Highway 93, Suite C
Ronan, MT 59864
Bob Thiel
406-676-5508

Abbey Carepet & Floor of Sidney
Rimrock Cabinet Co.
216 South Central Ave.
Sidney, MT 59270
Steve Wylie
406-630-2083

Celestial Flooring an Abbey Carpet Store
Celestial Flooring
3905 Highway 93 North
Stevensville, MT 59870
Keith Koener
406-777-0903

Nebraska

Abbey Carpet of Columbus
Wize Buys Abbey Carpet & Floor
Mr. Wize Buys Carpet Shop
2307 13th Street
Columbus, NE 68601
Kevin Johnson
Dawn Soper
402-564-1306

Abbey Carpet of Grand Island
Abbey Carpet N' More
Carpet N' More
208 West Third
Grand Island, NE 68801
Duane Johnson
Dee Johnson
308-384-2314

Abbey Carpet of Lincoln
'O' Street Abbey Carpet & Floor
Carper's O Street Carpet
1732 O Street
Lincoln, NE 68508
Steven Carper
Gayle Carper
402-476-7567

Abbey Carpet of North Platte
Select Abbey Carpet
501 E. Francis
No. Platte, NE 69101
Keven L. Peters
308-534-5000

Abbey Carpet & Floor of Sidney
The Flooring Garage
1403 Illinois Street
Sidney, NE 69162
Shannon Jung
308-254-4142

**ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Nevada

Abbey Carpet & Floor of Fernley
Carpet King Interiors, Inc.
785 US Hwy 95A South
Fernley, NV 89408
Kelly Brye
775-575-1212

Abbey Carpet & Floor of Las Vegas
Nevada Contract Carpet
6840 W. Patrick Lane
Las Vegas, NV 89118
Steve Bucher
702-362-3033

Abbey Carpet & Floor of Mesquite
C&J Shutters Blinds and Flooring, Inc.
550 W. Pioneer Blvd., Suite 112
Mesquite, NV 89027
Jackie Burton
702-345-3672

Abbey Carpet & Floor of Reno
Full Circle Flooring
9720 S. Virginia St., Ste. A
Reno, NV 89511
Jason Hopp
775-853-1330

Abbey Carpet of Sparks
Nevada Contract Carpet
954 Spice Island Drive
Sparks, NV 89431
Steve Bucher
775-356-1444

New Jersey

Abbey Carpet of Delran
Forcellini & Sons Carpet
Gerry Forcellini Carpet Co.
9008 Route 130 North
Delran, NJ 08075
Joanne Forcellini
856-461-1595

Abbey Carpet & Floor of Freehold
Carpet & Flooring Showroom of NJ, LLC
3352 US 9
Freehold, NJ 07728
Donna Faina & Mike Palughi
732-409-2669

Abbey Carpet of Hawthorne
Abbey Carpet & Floor of Hawthorne
Hawthorne Rugs, Inc.
1030 Goffle Road
Hawthorne, NJ 07506
Kurt Faber
Glenn Baker
973-427-7900

Abbey Carpet & Floor of Middletown
Carpet Value Center
Monmouth Flooring, LLC
1021 Highway 35
Middletown, NJ 07748
Mike Iacono
Rob Iacono
732-671-8333

Abbey Carpet of Pennington
Regent Floor Covering, Inc.
#7 Route 31 North, Suite G
Pennington, NJ 08534
Felix Rossi
Joseph Rossi
609-737-2466

Abbey Carpet & Floor of Point Pleasant
Beach
Taylor Flooring
615 Bay Avenue
Point Pleasant Beach, NJ 08742
Bill Taylor
732-899-9797

**ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet of Pompton Lakes
Rug Liquidators, Inc.
Vinkara Floors
222 Wanaque Avenue
Pompton Lakes, NJ 07442
Tim Fitzgerald
973-839-4919

Abbey Carpet & Floor of Succasunna
Orange Carpet & Linoleum
The Floor Depot, Inc.
470 Route 10 West, #3
Ledgewood, NJ 07852
Mary Elizabeth White
973-584-5300

Abbey Carpet of Toms River
East Coast Flooring, Inc.
219 Route 37 West
Toms River, NJ 08755
Eugene T. Danyo
732-349-4660

Abbey Carpet of Turnersville
A & J Carpet Outlet, Inc.
5360 Route 42
Turnersville, NJ 08012
James Depiano
Andrew Depiano
856-227-1753

Abbey Carpet & Floor of Union
Paragon Mills
Degiacomo Flooring LLC
1071 Hudson Street
Union, NJ 07083
Reid Grossman
908-851-2600

Abbey Carpet of Woodbury
875 Mantua Pike
Southwood Shopping Center
Woodbury, NJ 08096
Jesse D. Edick
856-848-4434

New Mexico

Abbey Carpet & Floor of Albuquerque
New Mexico Flooring
9311 4th St. NW
Albuquerque, NM 87114
Daren Crespin
505-898-5739

Abbey Carpet & Floor of Los Lunas
New Mexico Flooring
1400 Main St. SW
Los Lunas, NM 87031
Daren Crespin
505-898-5739

Abbey Carpet and Floor of Roswell
George's Carpet and Tile
George's Carpet and Suppliers, Inc.
216 West 2nd
Roswell, NM 88201
Joan Joseph
575-624-0901

Abbey Carpet of Santa Fe
Coronado Paint & Decorating
2929 Cerrillos Road
Santa Fe, NM 87507
Buddy Roybal
505-473-5333

New York

Abbey Carpet of Albany
Ted's Floor Covering
118 Everett Road
Albany, NY 12205
Michael Masucci
518-489-4106

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet of Brooklyn
V M International Carpet
1260 McDonald Avenue
Brooklyn, NY 11230
Vincent Malvone
718-677-1306

Abbey Carpet & Floor of Centereach
Your Floor Store
1800 A Middle County Road
Centereach, NY 11720
Rich Donnelly
Debby Olsen
631-981-5000

Abbey Carpet & Floor of Coram
Flooring & Carpet Warehouse
Carpet Depot of Long Island
391 Middle Country Road
Coram, NY 11727
Mark Singer
631-451-0258

Abbey Carpet of Corning
Evar's Abbey Carpet
11887 East Corning Road
Corning, NY 14830
Jerome Overstrom
607-962-3171

Abbey Carpet & Floor of E. Northport
Marina Carpet
DDMR, Inc.
2035 E. Jericho Turnpike
East Northport, NY 11731
Deborah Devito
Michael Katen
631-499-5353

Abbey Carpet & Floor of Centrol Elmsford
Westwood Flooring Elmsford
9 East Main St.
Elmsford, NY 10523
Pat McCarney
914-685-3140

Abbey Carpet of Levittown
Class Carpet, Inc.
29 Jerusalem Avenue
Levittown, NY 11756
Alex Sayadfar
516-579-5858

Abbey Carpet of Lockport
M. Carter Decor
Thom's Flooring, Inc.
360 West Avenue
Lockport, NY 14094
Thomas Dedline
716-434-2159

Abbey Carpet & Floor of New Windsor
Carpet Mill Outlet
294 Windsor Hwy
New Windsor, NY 12553
Kenneth Borden
845-562-0234

Abbey Carpet of Manhattan
Manhattan Carpet & Floor
Manhattan Carpet, Inc.
145 East 23rd Street
New York, NY 10010
David Stanger
212-685-3626

Abbey Carpet of New Hyde Park
Prince Carpet & Floors
121 Dupont Street
Plainview, NY 11803
Sam N. Borod
516-437-1166

Abbey Carpet Port Washington
Robt Campbell Carpet Service
Campbell Carpet Service
413 Main Street
Port Washington, NY 11050
Robert Campbell
Kathleen Campbell
516-883-8509

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet & Floor of Rocky Point
Reality Carpet
29 Rocky Point-Yaphank Rd, Ste 2
Rocky Point, NY 11778
Jordan Gewitz
631-744-5147

Abbey Carpet & Floor of Rye
Carpet Trends
5 Smith Street
Rye, NY 10580
Rob Rogers
914-967-5188

Abbey Carpet of Rotterdam
Tomasek Associates Ltd.
2891 Guilderland Avenue
Schenectady, NY 12306
Dave Tomasek
518-355-2142

Abbey Carpet of Southampton
Sybelle Carpet & Linoleum
375 County Road #39, Suite C
Southampton, NY 11968
Phil Beller
631-283-6888

Abbey Carpet & Floor of Staten Island
Taub's Floor Covering of SI Corp
2965 Veterans Road West
Staten Island, NY 10309
Ismet Capric
Gene Gianini
718-727-5757

Abbey Carpet & Floor Syosset
Designer Carpet & Rug by Peykar
233 Robbins Lane
Syosset, NY 11791
Robert Hakimi
516-719-8500

Abbey Carpet & Floor of Wappingers
Falls
Royal Carpet Drapery Upholstery
Cleaning, Inc.
1615 Route 9
Wappinger Falls, NY 12590
Paul Ciancanelli
Royal Ciancanelli
845-831-4774

Abbey Carpet of Watertown
Tri-State Carpet Co.
150 Court Street
Watertown, NY 13601
Stephen Bradley
Joyce Bradley
315-782-4261

Abbey Carpet of West Babylon
A-1 Carpet Co. & Designer Workshop
632 Sunrise Highway
West Babylon, NY 11704
John Vadala
Steve Vadala
631-669-2300

Abbey Carpet of Yonkers
Abbey Carpet Gallery & Floor
N & S Carpet Co., Inc.
1103 Central Park Avenue
Scarsdale, NY 10583
Neal Stanger
914-713-4700

North Carolina

Abbey Carpet & Tile of Boone
JW Carpet LLC
221 Boone Heights Drive
Boone, NC 28607
Scott Cook
828-265-3622

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet & Floor of Charlotte
Charlotte Flooring
123 Freeland Lane
Charlotte, NC 28217
Brian Swaney
704-377-8814

Abbey Carpet of Fayetteville
Southern Carpet & Interiors of
Fayetteville, Inc.
1211 Ireland Drive #106
Fayetteville, NC 28304
Mike Younts
Laura Younts
910-486-9175

Abbey Carpet of Forest City
Robbins Paint & Carpet
206 Commercial Street
Forest City, NC 28043
Jim Robbins
828-245-8801

Abbey Carpet & Floor of Raleigh
Charlotte Flooring
459 Hein Drive
Garner, NC 27529
Brian Swaney
919-779-9112

Abbey Carpet of Goldsboro
Abbey Carpet Goldsboro, Inc.
204 West New Hope Road
Goldsboro, NC 27534
Andrea Lawrence
919-778-5707

Abbey Carpet & Floor of Greenville
Abbey Full Service Flooring
TYSCO, Inc.
156 Tilco Drive
Winterville, NC 28590
Tim Tyson
Kristina Tyson
252-756-9308

Abbey Carpet of Huntersville
Burgess Supply Co., Inc.
15435 Highway 73
Huntersville, NC 28078
Rhonda Burgess Griffith
Ben Griffith
704-875-1338

Abbey Carpet of Lexington
J&J Carpet & Floor Covering, Inc.
213 Highway 64 West
Lexington, NC 27295
Jerry McCullough
David Burch
336-249-6672

Abbey Carpet of Wilson
Carpeteria's Abbey Carpet & Floor
Carperteria's Abbey Carpet Center
2911 Forest Hills Road SW
Wilson, NC 27893
Gerald Bedford
252-243-7847

Abbey Carpet & Floor of Winston Salem
Bob Grubbs Carpet Designers
Carpet Designers, Inc.
1168 West 4th Street
Winston Salem, NC 27101
Bob Grubbs
336-725-8226

Abbey Carpet of Zebulon
A&B's Abbey Carpet & Floor
A&B Carpet Interiors
1216 East Gannon Avenue
Zebulon, NC 27597
Jarvis Beaman
Mike Anders
919-269-4673

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

North Dakota

Abbey Carpet & Floor of Bismarck
House of Color, Inc.
2100 East Broadway Avenue
Bismarck, ND 58501
Gary Hanson
Les Colen
701-223-2381

Abbey Carpet & Floor of Fargo
Accent Contracting
3151 Main Ave.
Fargo, ND 58103
Mike Arnold
701-293-6000

Ohio

Abbey Carpet of Akron
Clupper Brothers Abbey Carpet & Floor
WMC Carpet, Inc.
3900 West Market Street
Akron, OH 44333
Michael Clupper
Patrick Clupper
330-666-6552

Abbey Carpet & Floor of Port Clinton
Young's Floor Covering
460 SE Catawba Road
Port Clinton, OH 43452
Craig Phillips
Jason Blankenship
419-434-2117

Abbey Carpet & Floor of Troy
Laurie's Flooring & Window Fashions
105 W. Market Street
Troy, OH 45373
Laurie Smith
937-440-8800

Abbey Carpet & Floor of Twinsburg
Carpet Country
9331 Darrow Rd.
Twinsburg, OH 44087
Craig Phillips
330-425-9131

Abbey Carpet of Warren
Gilmour's Abbey Carpet Gallery
227 Elm Road NE
Warren, OH 44483
Cheri Gilmour
330-392-1561

Abbey Carpet & Floor of West Chester
Simply Floors, LLC
7584 Voice of America Center Drive
West Chester, OH 45069
Jim Leamer, Sr.
Dawn-Marie Leamer
513-342-1181

Abbey Carpet of Willoughby
Fuller Furniture Abbey Flooring Center
Fuller Furn. & Flooring LLC
38028 3rd St.
Willoughby, OH 44094
Arlene E. Blood
Debra Lehr
440-942-1288

Oklahoma

Abbey Carpet & Floor of Moore
Bryan's Flooring, LLC
2750 S. I-35 Service Rd.
Moore, OK 73160
Pat Bryan & Gloria Bryan
405-634-4136

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet & Floor of
Oklahoma City
Bryans Flooring
3935 W. Reno Ave.
Oklahoma City, OK 73107
Pat Bryan
Jeremy Reed
405-634-4136

Abbey Carpet & Floor of Ponca City
Anderson Flooring – Abbey Design
Showroom
Anderson Carpet, Inc.
509 North 1st Street
Ponca City, OK 74601
Brian Anderson
Matthew Anderson
580-762-1736

Abbey Carpet & Floor of Tulsa
Bert Henry Carpet & Tile
5626 S. Mingo Rd.
Tulsa, OK 74146
Bert Henry
Ryan Henry
918-250-6600

Oregon

Abbey Carpet & Floor of Ashland
Auslen, Inc.
1668 Siskiyou Boulevard
Ashland, OR 97520
Eric Austad
Dan Leary
541-488-3453

Abbey Carpet of Coos Bay
Modern Floor Covering Co.
Reid Flooring, LLC
1910 Ocean Blvd.
Coos Bay, OR 97420
Jason Reid
541-888-5531

Abbey Carpet of Corvallis
Benson's Interiors
Nickev Management Company LLC
544 SW 4th Street
Corvallis, OR 97333
Nicole Gregg
Terri Wilkinson (Manager)
541-757-8553

Abbey Carpet of Dallas
Kliever's Abbey Carpet and Flooring
Covering, Inc.
259 Main Street
Dallas, OR 97338
Tim Mumma
503-623-7695

Abbey Carpet of Eugene
The Carpet Company
1585 West 7th St.
Eugene, OR 97402
David W. Egbert
Ed Bryan
Daryl Egbert
541-484-5373

Abbey Carpet of Gresham
Gilford's Abbey Carpet and Floor
Gilford's Floor Covering
533 East Powell Boulevard
Gresham, OR 97030
Doug Gilford
503-665-1564

Abbey Carpet & Floor of Hillsboro
Cudahy Lumber Company
3010 SE Tualatin Valley Hwy.
Hillsboro, OR 97123
Mike Cudahy
503-648-0831

**ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet of Hood River
Affordable Floors
1211 13th St.
Hood River, OR 97031
Larry Williams
Ken Anderson
541-386-7799

Abbey Carpet & Floor of Lake Oswego
Floors 55
21 S. State Street
Lake Oswego, OR 97034
Russell Bartels
Byron Bressel
503-673-1333

Abbey Carpet & Floor of Newport
Abbey Floor & More
345 SW Coast Highway
Newport, OR 97365
Kelly Smith
541-265-6167

Abbey Carpet & Floor of Oregon City
Floors 55
1601 Beaver Creek Rd
Oregon City, OR 97045
Byron Bressel
Russell Bartels
503-673-8008

Abbey Carpet & Floor of Portland
Floors 55
55 SE Main St.
Portland, OR 97214
Byron Bressel
Russell Bartels
503-491-1776

Abbey Carpet of Wilsonville
Wilsonville Abbey Carpet & Tile
9150 SW Pioneer Court, Space L
Wilsonville, OR 97070
Mark Williams
503-682-2520

Pennsylvania

Abbey Carpet of Aliquippa
AEI Interiors, LLC
Abbey Carpet & Floor
105 Pleasant Drive
Aliquippa, PA 15001
Elaine De Luco
724-378-1925

Abbey Carpet of Bethlehem
The Floor Show, Inc.
1717 Stefko Blvd
Bethlehem, PA 18017
Alan Levin
Phil Levin
610-861-0900

Abbey Carpet & Floor of Butler
Butler Floor & Carpet Co., Inc.
1763 N. Main Street Ext.
Butler, PA 16001
Julie Czifra & Tim Croft
724-287-2289

Abbey Carpet of Churchville
Tom Adams Storm Windows
259 North 2nd Street Pike
Churchville, PA 18966
Cheryl (Cherrie) Adams
215-357-7000

Abbey Carpet of Doylestown
Tom Adams Storm Windows
649 North Main Street
Doylestown, PA 18901
Cheryl Adams-Strobel
215-345-1111

Abbey Carpet of Erie
Greg Thomas Floor Expressions
945 W. 12th St.
Erie, PA 16501
Greg Thomas
814-454-7979

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet & Floor of Harrisburg
Abbey Carpet & Floor
1920 Paxton Street
Harrisburg, PA 17104
Shawn Hall
717-233-3038

Abbey Carpet & Floor of Lancaster
Certified Flooring
1855 Columbia Avenue
Lancaster, PA 17603
Mark Legenstein
Joe Caschera
Dennis Ream
717-393-3001

Abbey Carpet & Floor of Lebanon
Weaver's Carpet & Tile
680 N. 15th Ave
Lebanon, PA 17046
Lee Weaver
Ray Weaver
717-273-4116

Abbey Carpet of Verona
Riverview Carpet & Flooring
516 Jones Street
Verona, PA 15147
Robert Bierly, Jr.
Jason Bierly
412-828-7847

Abbey Carpet of Washington
Seman Flooring
625 Henderson Avenue
Washington, PA 15301
Lorie Seman
724-228-4758

Abbey Carpet of Whitehall
Tom Adams Storm Windows
2119 South First Avenue
Whitehall, PA 18052
Cheryl Adams-Strobel
610-231-9000

Abbey Carpet of York
Wecker's Carpet
4360 Lincoln Highway
York, PA 17406
Michael Wecker
717-755-5432

South Carolina

Abbey Carpet of Columbia
Ritzy, LLC
8102 Two Notch Road
Columbia, SC 29223
Bipin Patel
803-699-8000

Abbey Carpet & Floor of Florence
Florence Carpet & Tile
1706 Pamplico Hwy
Florence, SC 29505
Walt Parker
843-669-1851

Abbey Carpet of Georgetown
J&S Flooring, Inc.
2104 South Fraser Street
Georgetown, SC 29440
Gregg Pierce
843-546-8083

Abbey of Hilton Head Island
Abbey Floor Fashion
Floor Fashions, Inc.
60 Palmetto Parkway, Suite A
Hilton Head Island, SC 29926
Ronald Timblin
843-681-3900

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet North Myrtle Beach
Young Interiors Abbey Carpet
Flooring Center
Young Interiors
1830 Highway 9 East
Longs, SC 29568
Allan Thomas
WB Thomas
843-399-6524

Abbey Carpet of Sumter
Dixie Carpet
Dixie Prod., Inc.
1255 North Lafayette
Sumter, SC 29150
Robert Dubose
Jan Dubose
803-775-4391

South Dakota

Abbey Carpet & Floor of Aberdeen
Finishing Touch Design Studio
302 South 2nd St.
Aberdeen, SD 57401
Mike Kost
605-225-4242

Abbey Carpet & Floor of N. Brandon
Dakota Floors
808 Ash Street
Brandon, SD 57005
Steve Paulson
605-582-6677

Abbey Carpet & Floor of Pierre
Country Carpet and Flooring, Inc.
414 E. Sioux Ave.
Pierre, SD 57501
Lance Hertel
605-886-4700

Abbey Carpet & Floor of Watertown
Hometown Building Center
620 10th Street SW
Watertown, SD 57201
Terry Dale
605-886-4700

Tennessee

Abbey Carpet of Brentwood
Watson Floor Gallery
Watson Carpet & Floor Covering Co, Inc.
7114 Moores Lane, Suite 100
Brentwood, TN 37612
Adam Wightman
615-371-1111

Abbey Carpet & Floor of Clarksville
Thomas Lumber Co., Inc.
2128 Old Ashland Cit Rd.
Clarksville, TN 37043
Scott Thomas
931-645-2447

Abbey Carpet of Franklin
BECA Commercial Flooring Group
121 Seaboard Lane, Suite 12
Franklin, TN 37067
Walt Gordon
James Smith
615-661-4404

Abbey Carpet of Johnson City
Dockery Abbey Carpet and Floor
Dockery Floorcovering
3546 West Market Street
Johnson City, TN 37604
Charles King (Chuck)
423-926-6134

Abbey Carpet & Floor of Crossville
Crossville Wholesale Carpet, LLC
651 Genesis Road
Crossville, TN 38555
Russell Smith
931-456-4790

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of West Knoxville
David's Abbey Carpet & Floor
10853 Kingston Pike
Knoxville, TN 37934
David Hayes
865-777-0661

Abbey Carpet of McMinnville
Ole South Carpet & Furniture
309 Garfield Street
McMinnville, TN 37110
Brent Griffith
Lindsey Williams
931-473-5764

Abbey Carpet of Pigeon Forge
David's Abbey Carpet & Floor
259 Old Mill Avenue
Pigeon Forge, TN 37863
David Hayes
865-453-3287

Texas

Abbey Carpet of Abilene
Knight Carpet & Flooring
Knight Carpet Co., Inc.
3401 North First Street
Abilene, TX 79603
Paige Watts
Tammy Watts
325-672-6436

Abbey Carpet & Floor of Allen
S&H Distributing
Stacy & Associates, Inc.
111 Central Expressway North
Allen, TX 75013
John Stacy
214-383-1144

Abbey Carpet of Amarillo
Witt Flooring Center
4320 Lakefront Lane
Amarillo, TX 79121
Pat Callahan
806-376-4792

Abbey Carpet of North Amarillo
Pride Home Center
3503 NE 24th Avenue
Amarillo, TX 79107
Bobby Longbine
Pat Callahan
806-381-0032

Abbey Carpet & Floor of Arlington
Hilton's Flooring
Hilton General Contracting
2800 West Division
Arlington, TX 76012
Chris Dodson
Kateri Dodson
817-461-5189

Abbey Carpet & Floor of Azle
Texas Design Flooring, LLC
500B N. Stewart Street, Suite 100
Azle, TX 76020
Jessie Boyd
817-752-2065

Abbey Carpet & Floor Flower Mound
S & H Distributing
Stacy & Associates, Inc.
709 Enterprise Drive
Flower Mound, TX 75028
John Stacy
972-355-3288

Abbey Carpet and Floor of Denton
Simmons Floorcovering
Choase Royalty, Inc.
400 N. Loop 288 #104
Denton, TX 76209
Scott Gaulden
940-566-6169

**ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS**

Abbey Carpet of West Dallas
S & H Distributing
Stacy & Associates, Inc.
8717 Directors Row
Dallas, TX 75247
John Stacy
214-638-3311

Abbey Carpet & Floor of E. Ft. Worth
Texas Designer Flooring
4727 Camp Bowie Boulevard
Fort Worth, TX 76107
Jessie Boyd
817-732-7600

Abbey Carpet & Floor of Grapevine
Peek's Flooring Co.
1900 S. Main, Ste. #108
Grapevine, TX 76051
John Stacy
817-754-1801

Abbey Carpet & Floor of Haltom City
Floor Partners in Design, Inc.
5212 Airport Freeway
Haltom City, TX 76117
Kristen Mangus
Theril Williams
817-735-8500

Abbey Carpet of NW Houston
S & H Distributing
Stacy & Associates, Inc.
2202 Fm 1960 West
Houston, TX 77090
John Stacy
281-444-4733

Abbey Carpet of Humble
Abbey Humble Carpet & Tile
Humble Flooring Services, Inc.
1390 East FM 1960 Bypass
Humble, TX 77338
Charlie P. Crabtree
281-446-0783

Abbey Carpet & Floor of Keller
Texas Designer Flooring Keller, LLC
1495 S. Main Street
Keller, TX 76248
Jessie Boyd
Wayne Kline
Donna Schmalian
817-431-7500

Abbey Carpet & Floor of Lindale
Schindler Carpet and Floors Design
Center
1430 S. Main Street
Lindale, TX 75771
Rick Sydnor
430-235-2042

Abbey Carpet of South Pasadena
Carpet World, Inc.
2840 E. Sam Houston Pkwy South
Pasadena, TX 77503
Mike Wheat
281-998-3200

Abbey Carpet & Floor of Pharr
Gonzalez Tile, Inc.
912 W. Ferguson
Pharr, TX 78577
Celso Gonzalez
956-579-4233

Abbey Carpet of Port Neches
Summer's Abbey Flooring Center
& Mattress Gallery
American Steam A Way
3161 Nall Street
Port Neches, TX 77651
Chris Johnson
409-727-6469

Abbey Carpet & Floor of San Antonio
CW Floors & Lighting
2103 NW Loop 410
San Antonio, TX 78213
Jason DeFriend
210-349-1170

ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet & Floor of San Marcos
Quality Floors & More
S. Daniels, Inc.
7870 Ranch Road 12
San Marcos, TX 78666
Shauna Duggar
512-722-3389

Abbey Carpet & Floor of Stafford
Colony Flooring & Design
13030 S. Kirkwood
Stafford, TX 77477
Alex Ganji
281-261-6161

Abbey Carpet & Floor of Tyler
Schindler Carpet and Floors Design
Center
11315 Hwy 64 W.
Tyler, TX 75704
Rick Sydnor
430-235-2042

Abbey Carpet & Floor of Waco
Advanced Carpet & Interiors
Dicorte Enterprises, LLC
6805 Woodway Drive
Waco, TX 37027
Michael Dicorte
254-772-1717

Abbey Carpet & Floor of Webster
Beyond Floors.Net
528 West Bay Area Blvd. #700
Webster, TX 77598
Laura Flora
Johnny Flora
281-557-7600

Abbey Carpet of Wichita Falls
Breegle Abbey Carpet & Floor
Breegle Building Products
2213 Grant Street
Wichita Falls, TX 76309
Bobby Diltz
940-322-3129

Utah

Abbey Carpet of Cedar City
Festival – Abbey Carpet & Floor
Festival Carpets Cabinet
2572 West Highway 56
Cedar City, UT 84720
Thomas Thompson
Emmalinda Thompson
435-586-1114

Abbey Carpet of Layton
Allman's Carpet
128 North Main Street
Layton, UT 84041
Rick Condie
801-544-2284

Abbey Carpet of Logan
TF Flooring
42 East 2200 North, #1
Logan, UT 84341
Tyler Falslev
435-755-0133

Abbey Carpet of Ogden
4010 Riverdale Road
Ogden, UT 84405
Duane Jackson
801-393-3355

Abbey Carpet of Park City
Brad's Abbey Carpet
2760 West Rasmussen Road
Park City, UT 84098
Brad Fabrizio
Terry Fabrizio
435-649-5356

Abbey Carpet of Price
Kevin's Abbey Carpet
Kevins Carpets
68 North Carbon Avenue
Price, UT 84501
Kevin Norried
435-637-5517

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Vermont

Abbey Carpet & Floor of Bennington
Bennington House of Tile & Carpet
Green Mountain Tile Dist., Inc.
1267 Hardwood Hill
Bennington, VT 05201
Andrew & Liz Sparta
802-442-2494

Virginia

Abbey Carpet of Glen Allen
Richmond Decorating Center
10834 West Broad Street
Glen Allen, VA 23060
Mark Coates
804-346-1822

Abbey Carpet of Hampton
Bob Berry's Carpet & Tile
1093 North King Street
Hampton, VA 23669
Chuck Childress
757-722-7866

Abbey Carpet of Harrisonburg
Black's Paint & Floorcovering
The Paint & Wallcovering
625 West Market Street
Harrisonburg, VA 22801
Jerry Black
Scott Dameron
540-433-9207

Abbey Carpet Highland Springs
Davan Floors, Inc.
106 West Nine Mile Road
Highland Springs, VA 23075
William Hicks
Susan Hicks
804-328-0600

Abbey Carpet of Leesburg
Abbey Carpet Flooring Center
Select Floors & Rugs, LLC
161 Fort Evans Road NE
Unit 135
Leesburg, VA 20176
Shiva Etessam
703-779-8181

Abbey Carpet of Richmond
Richmond Decorating Center
6305 Hull Street Road
Richmond, VA 23224
Mark Coates
804-745-0066

Abbey Carpet of Sterling
Abbey Flooring & Design Center
Mida, Inc.
21465 Price Cascades Plaza
Sterling, VA 20164
Shiva Etessam
703-450-8181

Abbey Carpet & Floor of N. Sterling
Abbey Design & Remodel
21465 Price Cascades Plaza, Ste. 150
Sterling, VA 20164
Shiva Etessam
703-450-8181

Abbey Carpet of Winchester
The Floor Shop Winchester
173 North Loudoun Street
Winchester, VA 22601
DeeDee Rickets
Greg Rickets
540-662-0752

Washington

Abbey Carpet of Chehalis
Arvid's Interiors, Inc.
1016 N.W. State
Chehalis, WA 98532
Arvid Wilder
360-748-6816

ABBEY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of Everett
Broadloom Northwest
2601-B Colby Avenue
Everett, WA 98201
Tom Stiger
425-259-6088

Abbey Carpet & Floor of Kennewick
Murley's Floor Covering, LLC
6201 W. Clearwater Ave.
Kennewick, WA 99336
Dave Murley
509-735-2369

Abbey Carpet of Marysville
Van Dam's Abbey Carpet & Floor
Van Dam Floor Covering
1060 Cedar Avenue
Marysville, WA 98270
Ben Van Dam
Lori Butner
360-653-2210

Abbey Carpet & Floor of Longview
Sloans Floor Covering
1064 12th Avenue
Longview, WA 98632
Joe Sloan
360-575-8055

Abbey Capitol Floors & Interiors
Custom Carpet
1217 Cooper Point Road SW
Olympia, WA 98502
Blake Woodland
Lori Woodland
360-357-5559

Abbey Carpet Pt. Townsend
Peninsula Floor Coverings
2405 Sims Way
Pt. Townsend, WA 98368
Robert Weidner
360-385-0945

Abbey Carpet of Puyallup
Abbey Carpet & Floor
Floor Coverings, Inc.
708 East Main
Puyallup, WA 98372
Barry Lindgren
253-445-1122

Abbey Carpet of Seattle
Major Brand Floors Abbey
Carpet of Seattle
Major Brands
2418 1st Avenue South
Seattle, WA 98134
Curt Stiger
Tom Stiger
206-623-3550

Abbey Carpet & Floor of Spokane
Quality Floors & Interiors
706 E. Sprague Ave
Spokane, WA 99202
Lisa Wisor
Bruce Wisor
509-747-2295

Abbey Carpet & Floor of Tacoma
MCHC Enterprises, Inc.
3320 South G. Street
Tacoma, WA 98418
Mark Herr
253-473-2939

Floor Express Abbey Carpet of
Tumwater
Floor Express, Inc.
5701 Capitol Boulevard SW
Tumwater, WA 98501
Andrew Schandl
Heather Schandl
360-754-1407

ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet of Vancouver
Wholesale Carpet Outlet, Inc.
4204 N.E. 78th Street
Vancouver, WA 98665
Robert (Bob) Stricker
360-574-2092

West Virginia

Abbey Carpet of Wheeling
Carpets by Jamison, LLC
Carpets by Jamison, Inc.
4100 Jacob Street
Wheeling, WV 26003
Sean K. Jamison
304-232-6640

Wisconsin

Abbey Carpet & Floor of Beaver Dam
Professional Floor Covering
713 Park Ave.
Beaver Dam, WI 53916
Randy Warmka
920-887-9972

Abbey Carpet of Cedarburg
Wittenberg Floorcover, Inc.
W 63 N 139 Washington Ave.
Cedarburg, WI 53012
Mark Wittenberg
262-377-0930

Abbey Carpet of Eau Claire
Independent Flr Cont., Inc.
Independent Flooring Contractors
2506 South Hastings Way
Eau Claire, WI 54701
Thomas Kruse
Tod Torgerson
715-833-2432

Abbey Carpet of Milwaukee
Stu's Flooring
4820 West Loomis Road
Greenfield, WI 53220
Steve Ulik
414-744-9400

Abbey Carpet & Floor of Hayward
R.B. Marks of Harward
16066 W. Hwy 63
Hayward, WI 54843
Rick Marks
715-634-2204

Abbey Carpet & Floor of Hudson
Erskine Interiors
Erskine Wood Floors, Inc.
1719 Coulee Road
Hudson, WI 54016
Todd Erskine
715-486-5544

Abbey Carpet of Janesville
Abbey Carpet Mart
Carpet Mart, Inc.
1819 Milton Avenue
Janesville, WI 53545
Fred Townsend
Cindy Krueger
608-752-2345

Abbey Carpet of La Crosse
Coulee Carpet Center Abbey
Carpet & Floor
3625 Mormon Coulee Road
La Crosse, WI 54601
Jeff Gerdes
608-788-6445

Abbey Carpet & Floor of Madison
CTW Abbey Carpet & Floor
CTW Flooring, Inc.
2605 South Stoughton Road
Madison, WI 53716
Joseph Burkeland
608-222-5071

ABBAY CARPET CO., INC.
CURRENTLY OPERATING MEMBERS

Abbey Carpet & Floor of Portage
The Portage Flooring Store
201 E. Wisconsin St.
Portage, WI 53901
Freeman Decorah
608-768-2183

Abbey Carpet & Floor of Reedsburg
The Reedsburg Flooring Store
101 W. Main St., Ste. B
Reedsburg, WI 53959
Freeman Decorah
608-768-2183

Abbey Carpet & Floor of New Richmond
Giese Carpet, LLC
1169 Highway 64
New Richmond, WI 54017
Peter Wilson
715-246-3939

Abbey Carpet of Sturgeon Bay
Cedar Creek Carpets
42 Greenbay Road
Sturgeon Bay, WI 54235
Ken Mac Donald
920-743-2700

Abbey Carpet of Waukesha
Stu's Flooring Ltd.
Artistic Flooring
2120 E Moreland Blvd., Suite M
Waukesha, WI 53186
Steve Ulik
262-524-1455

Wyoming

Abbey Carpet of Cody
Abbey Carpet of Cody, LLC
706 Yellowstone Avenue
Cody, WY 82414
Brandon Maxwell
307-527-6848

EXHIBIT "T"

ABBAY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated December 31, 2022

ABBAY'S NOT YET OPERATIONAL MEMBERS

ABBEY CARPET CO., INC. NOT YET OPERATIONAL MEMBERS

There were no members that had signed membership agreements for Abbey Showrooms that were not yet operational as of December 31, 2022.

EXHIBIT "J"

ABBEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated December 31, 2022

ABBEY'S TERMINATED OR CANCELLED MEMBERS

ABBEY CARPET CO., INC.
TERMINATED OR CANCELLED MEMBERS

The following is a list of members whose franchises were terminated, cancelled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business during the one-year period immediately preceding December 31, 2022 or who have not communicated with the franchisor within 10 weeks of the disclosure document issuance date:

Arizona

Abbey Carpet of Yuma
Andy's Carpet
5th Ave Paint & Glass
964 South Fifth Avenue
Yuma, AZ 85364
Shelley Anderson
Elizabeth Anderson
928-783-3358
Closed: 04/08/22

California

Abbey Carpet & Floor of Rancho Cordova
Floortex Design
11351 Folsom Blvd. Suite #2
Rancho Cordova, CA 95742
Rudy Hassid
916-852-7283
Transfer of Ownership: 01/01/22

Florida

Abbey Carpet & Floor Rockledge
Herndon's Classic Wood Flooring
3115 Aspinwall Avenue
Rockledge, FL 32955
Don Herndon
Julie Herndon
321-253-8847
Member Terminated: 08/12/22

Georgia

Abbey Carpet of Hull
Arnold's Abbey Carpet & Floor
Arnold's Carpet, Inc.
6951 Nowhere Road
Hull, GA 30646
Robert Arnold
706-543-3001
Closed: 06/20/22

Illinois

Abbey Carpet & Floor of Addison
Vortex Commercial Flooring
Vortex Enterprises, Inc.
25 West Official Road
Addison, IL 60101
Randy Rich
630-458-8600
Member Terminated: 10/28/22

Indiana

Abbey Carpet & Floor of Carmel
Drexel Interiors
14570 River Rd., Suite 105
Carmel, IN 46033
Allen Weisenburger
Closed: 07/01/22

Abbey Carpet & Floor of Indianapolis
Drexel Interiors
3217 N. Shadeland Ave.
Indianapolis, IN 46266
Allen Weisenburger
317-454-2174
Member Terminated: 07/01/22

ABBEY CARPET CO., INC.
TERMINATED OR CANCELLED MEMBERS

Maine

Abbey Carpet of Portland
Port City Flooring, Inc.
CSCOB, Inc.
277 Marginal Way
Portland, ME 04101
Paul Lajoie
207-775-2434
Transfer of Ownership: 09/01/22

Michigan

Abbey Carpet of Zeeland
Great Lakes Carpet & Floor
Carpet Bonanza
11108 Chicago Drive
Zeeland, MI 49464
David Machiela
616-396-2765
Member Terminated: 08/29/22

Minnesota

Abbey Carpet of Big Lake
Ray's Abbey Carpet
Ray's Carpet Sales
17000 205th NW
Big Lake, MN 55309
Ray Sundstrom
763-263-2058
Closed: 08/19/22

New York

Abbey Carpet of S. New Hyde Park
Data Carpet & Rug
Concept Flooring Workroom
160 Dupont Street
Plainview, NY 11803
Frank Bolognino
516-352-8700
Closed:10/21/22

Associated Abbey Flooring
Associated Carpet Whs., Inc.
1615 Route 9
Wappinger Falls, NY 12590
Joseph P. Sarubbi (Joe)
845-297-1441
Transfer of Ownership: 05/04/22

North Carolina

Abbey Carpet & Floor of Columbus
Watson Furniture
84 West Mills Street
Columbus, NC 28722
Natalie Harris
828-894-5150
Closed: 01/21/22

Ohio

Abbey Carpet of North Lima
Landis Floors, Inc.
11461 South Avenue
North Lima, OH 44452
Paul Landis
330-549-5401
Member Terminated: 05/27/22

Oklahoma

Abbey Carpet & Floor of South Oklahoma
City
Bryan's Flooring, LLC
601 West I-240 Service Road
Oklahoma City, OK 73139
Pat Bryan
Gloria Bryan
405-634-4136
Closed: 09/09/22

**ABBEY CARPET CO., INC.
TERMINATED OR CANCELLED MEMBERS**

Oregon

Abbey Carpet of Coos Bay
Modern Floor Covering Co.
Crowder Enterprises
1910 Ocean Blvd.
Coos Bay, OR 97420
Ronald Crowder
541-888-5531
Transfer of Ownership: 09/21/22

Pennsylvania

Abbey Carpet of Lancaster
Certified Carpet Abbey Carpet & Floor
1855 Columbia Avenue
Lancaster, PA 17603
Mark Legenstein
Tony Legenstein
717-393-3001
Transfer of Ownership: 12/02/22

South Carolina

Abbey Carpet & Floor of Chesnee
Watson Furniture
107 South Alabama Avenue
Chesnee, SC 29323
John Watson
864-461-7317
Member Terminated: 01/21/22

Tennessee

Abbey Carpet of Knoxville
Greater Tennessee Floor Covering
222 West Baxter Avenue
Knoxville, TN 37917
Steve Hall
865-522-0606
Member Terminated: 03/18/22

Texas

Abbey Carpet & Floor of Cypress
Texas Floors, Inc.
25813 Highway 2290
Cypress, TX 77429
Jason Wittington & Ryan Croft
281-256-3333
Member Terminated: 01/28/22

Abbey Carpet & Floor of San Marcos
S. Daniels, Inc.
7870 Ranch Road 12
San Marcos, TX 78666
Shaun Daniels
512-722-3389
Transfer of Ownership: 03/25/22

Washington

Abbey Carpet of Tacoma
Michael L. Johnson, Inc.
3852 South 74th Street
Tacoma, WA 98409
Michael Johnson
253-473-2939
Member Terminated: 11/01/22

Wisconsin

Abbey Carpet & Floor of DeForest
Welhouse Flooring
402 N. Main St.
DeForest, WI 53532
J.J. Welhouse
608-846-4347
Closed: 12/16/22

EXHIBIT "K"

ABBAY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 16, 2023

MASTER FRANCHISEE

MASTER FRANCHISEE

Mathis Abbey L.L.C.

Business Address & Telephone Number

2511 East Campus Drive
Salt Lake City, Utah 84121
801-943-6124

Territories

Utah, Montana, south-eastern Idaho east
of Elmore and south of Jefferson, and
Wyoming, except for Laramie County

Mathis Abbey L.L.C. ("Mathis Abbey") is a Utah limited liability company. Mathis Abbey has the right to sub-franchise the Abbey Carpet System in the territories set forth above. John S. Mathis has been the managing member of Mathis Abbey since its formation. Mr. Mathis is a graduate of Brigham Young University with a B.S. degree in marketing. Mr. Mathis has been in the floor covering business for over 30 years.

EXHIBIT "L"

ABBEEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 16, 2023

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT "M"

ABBHEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 16, 2023

RECEIPT

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you fourteen (14) calendar days (or sooner, if required by applicable state law) before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

New York requires that we provide you this disclosure document at the earlier of your first personal meeting to discuss the franchise or ten (10) business days before the execution of the membership or other agreement, or the payment of any consideration that relates to the franchise relationship. Michigan requires that we provide you this disclosure document at least ten (10) business days before the execution of the membership or other agreement, or the payment of any consideration that relates to the franchise relationship. Iowa requires that we provide you this disclosure document at the earlier of your first personal meeting to discuss the franchise or fourteen (14) calendar days before the execution of the membership or other agreement, or the payment of any consideration that relates to the franchise relationship.

If we do 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 appropriate state agency identified on Exhibit "F."

The franchise seller(s) involved with the sale of this franchise is/are the individual(s) indicated below. All of the below-listed franchise sellers share the same business address, which is Abbey Carpet Co., Inc., 3471 Bonita Bay Boulevard, Bonita Springs, Florida 34134, and the same business phone number, which is (800) 873-2223.

(franchisee or franchise seller must indicate "X" next to individual(s) involved in sales process)

____ Philip Gutierrez
____ Steven Mintz
____ Gary Phelps
____ Harold Traister

____ Ken Sherwood
____ Raymond Fuller
____ Jeff Andrews
____ Stephan Killard

Issuance Date: March 16, 2023

See Exhibit "G" for registered agents authorized to receive service of process.

I have received a disclosure document, dated March 16, 2023, that included the following Exhibits:

- | | |
|--|---|
| A. Membership Agreement | G. Abbey's Registered Agents for Service of Process |
| B. State Specific Amendments to Membership Agreement | H. Abbey's Currently Operating Members |
| C. Principal Owner's Statement | I. Abbey's Not Yet Operational Members |
| D. State Specific Addenda to the Franchise Disclosure Document | J. Abbey's Terminated or Cancelled Members |
| E. Audited Financial Statements | K. Master Franchisee |
| F. List of State Administrators | L. State Effective Dates |
| | M. Receipt |

(Signature of Prospective Franchisee)

(Date of Receipt)

(Name of Prospective Franchisee)

YOUR COPY

KEEP THIS COPY FOR YOUR RECORDS.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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| D. | State Specific Addenda to the Franchise Disclosure Document | J. | Abbey's Terminated or Cancelled Members |
| E. | Audited Financial Statements | K. | Master Franchisee |
| F. | List of State Administrators | L. | State Effective Dates |
| | | M. | Receipt |

(Signature of Prospective Franchisee)

(Date of Receipt)

(Name of Prospective Franchisee)

OUR COPY

RETURN THIS COPY TO US FOR OUR RECORDS.