FRANCHISE DISCLOSURE DOCUMENT

OF

GRANITE GARAGE FLOORS FRANCHISING, LLC

FRANCHISE DISCLOSURE DOCUMENT

Granite Garage Floors Franchising, LLC
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Granite Garage Floors ("GGF") franchises sell, market and install residential garage floor coating systems that "Look and Last Like Granite" ("Services") under the GGF marks.

The total investment necessary to begin operation of a franchise ranges from $123,038 to $231,738. This includes $62,500 that must be paid to Franchisor.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Mr. Alan Mishkoff, alan@granitegaragefloors.com, 10945 State Bridge Road, Suite 401-171, Alpharetta, Georgia 30022, (770) 329-1751.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

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

There may also be laws on franchising in your state. Ask your state agencies about them. We issued this Disclosure Document on June 10, 2022.

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 Granite Garage Floors business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Granite Garage Floors franchisee?	Item 20 or Exhibit 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 G.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Georgia. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Georgia than in your own state.

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

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

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

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

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

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

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

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

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

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

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from

exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(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 franchisee on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

Any questions regarding this Notice shall be directed to the Michigan Department of Attorney General, Consumer Protection Division, ATTN: Franchise, 525 West Ottawa Street, G. Mennen Williams Building, 1st Floor, Lansing, Michigan 48913, (517) 373-7117.

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

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

Franchisor

GGF is a Georgia limited liability company that was formed on June 21, 2013. We do not do business under any name other than Granite Garage Floors Franchising, LLC. Our principal place of business is located at 110 Mansell Circle, Unit 375, Roswell, GA, 30075. Our mailing address is 10945 State Bridge Road, Suite 401-171, Alpharetta, GA 30022. To the extent that we have designated agents for service of process in other states, they are listed in Exhibit G.

We began offering franchises to open and operate businesses to sell, market and install residential garage floor coating systems that "Look and Last Like Granite" ("Services") under the GGF marks in 2013.

We have never offered any other franchises in any other line of business. We do not conduct any other business activities other than offering and supporting Franchised Businesses.

Parent, Predecessors, and Affiliates

On May 13, 2022 all of our membership interests were acquired by Threshold Brands, LLC ("Threshold Brands"). Threshold Brands maintains its principal place of business at 77 North Washington Street, Boston, MA, 02114. Threshold Brands is a wholly owned subsidiary of HS Group Holding Company, LLC ("HSGH"). HSGH maintains its principal place of business at Rockefeller Center, 630 Fifth Avenue, Suite 400, New York, New York 10111.

Predecessors

We have no predecessors.

Affiliates

Our affiliate The Garage Floor Coating Company, LLC ("TGFCC"), is a Georgia limited liability company. The principal place of business of TGFCC is 110 Mansell Circle Suite 375, Roswell, GA 30075. TGFCC's mailing address is 10945 State Bridge Road, Suite 401-171, Alpharetta, GA 30022. Since 2011, TGFCC has operated a GGF Business similar to the franchises being offered in this Disclosure Document. TGFCC has never offered franchises for this business, nor in any other line of business.

Our affiliate Granite Garage Floors Licensing, LLC ("GGFL") is a Georgia limited liability company. The principal place of business of GGFL is 10945 State Bridge Road, Suite 401-171, Alpharetta, GA 30022. GGFL was organized in 2017 and it currently owns the intellectual property rights to the GGF trademarks and has licensed us the right to use and sublicense the GGF concept under a License Agreement dated July 15, 2018 (the "IP License Agreement"). GGFL has never offered franchises for this business, nor in any other line of business.

Our affiliate MaidPro Franchise, LLC ("MaidPro") is a franchisor of businesses providing residential and commercial cleaning and other related services to individuals and businesses. Its principal business address is 77 North Washington Street, Boston, MA 02114. MaidPro has been offering residential and commercial cleaning service franchises since February 1997. As of December 31, 2021 it had 242 franchised locations in the United States and 10 franchised locations in Canada.

Our affiliate FlyFoe, LLC ("FlyFoe"), is a franchisor of businesses providing mosquito and tick control services for residential and commercial customers. FlyFoe's principal business address is 77 North Washington Street, Boston, Massachusetts 02114. FlyFoe began offering franchises in February, 2018 and as of December 31, 2021 had 8 franchises.

Our affiliate Men In Kilts US, LLC ("MIK"), is a franchisor of businesses providing window cleaning, gutter cleaning, pressure washing, siding cleaning, snow removal and other related services. MIK's principal business address is 77 North Washington Street, Boston, Massachusetts 02114. MIK began offering franchises in March, 2019 and as of December 31, 2021 had 10 franchises.

Our affiliate Pestmaster Franchise Network, LLC ("Pestmaster"), is a franchisor of businesses providing structural and agricultural pest control and related services. Pestmaster's principal business address is 9716 South Virginia Street, Suite E, Reno, Nevada 89511. Pestmaster through its predecessor has been offering franchises since June 1991 and as of December 31, 2021 had 47 franchises.

Our affiliate USA Insulation Franchise, LLC ("USA Insulation") is a franchisor of businesses providing residential insulation services. Its principal business address is 17700 Saint Clair Avenue, Cleveland, Ohio 44110. It has been offering franchises since March 2006 and as of December 31, 2021 had 66 franchises.

Our affiliate Men In Kilts Canada Inc. ("MIK Canada"), is the franchisor of the Men In Kilts brand in Canada. Its principal business address is 77 North Washington Street, Boston, Massachusetts 02114. MIK Canada through its predecessor has been offering Men In Kilts franchises since 2011 and as of December 31, 2021 had 19 Men In Kilts franchises in Canada.

Our affiliate PHP Franchise, LLC ("PHP"), is the franchisor of the Plumbing Paramedics and Heating & Air Paramedics franchises. Its principal place of business is 9750 E. 150th Street Noblesville, IN 46060. Beginning in November 2021, PHP began offering Plumbing Paramedics and Heating & Air Paramedics franchises and as of December 31, 2021 it had 0 Plumbing Paramedics franchises and 0 Heating & Air Paramedics franchises.

Our affiliate Sir Grout Franchising, LLC ("Sir Grout") is the franchisor of the Sir Grout franchise system. Its principal business address is 484 Plainsman Circle, Cumming, GA 30028. Sir Grout has been offering franchises since August 2007 and as of December 31, 2021 had 44 franchises.

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

The GGF Franchised Business

We are offering the right to operate Franchised Businesses ("Franchised Businesses," also sometimes referred to in this Disclosure Document as "GGF Businesses"), as described above. Our Franchised Businesses will sell, market and install residential garage floor coating systems that "Look and Last Like Granite." Sources of customers and leads include builders, designers, architects, remodelers, and direct marketing to consumers.

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

Franchised Businesses operate under a prescribed system of specifications and operating procedures that our affiliates and we have developed and will continue to develop (the "System"). The distinguishing characteristics of the System include, but are not limited to, our specifications for specially outfitted vehicles used in connection with the Franchised Business ("Vehicles"); our Trade Dress; the accumulated experience reflected in our training program, operating procedures, customer service standards, and marketing techniques; our proprietary software; and the policies, procedures, standards, and specifications set out in our operations manuals ("Manuals"). We may change, improve, and further develop the elements of the System periodically.

As a franchisee, you may operate one Franchised Business within an area of primary responsibility (the "Territory") that we will specify in the franchise agreement that we and you will sign (the "Franchise Agreement"). Our current form of Franchise Agreement is contained in Exhibit A to this Disclosure Document. Except as otherwise described in this Disclosure Document or the Franchise Agreement, while your Franchise Agreement is in effect, we will not operate a GGF Business in your Territory or license anyone other than you to operate a GGF Business in your Territory. However, if you are unable or unwilling to service a customer or fail to respond by the end of the next business day to a customer lead in your Territory, we may in our discretion, appoint us, our affiliates, or franchisees from another territory to provide Services to any such customer. We have the right to use, or license the use of, the Marks or any other trademarks or service marks at any location outside of your Territory and in alternative distribution channels within your Territory.

There is no limit to the number of Vehicles that you may operate within your Territory. You may not directly or indirectly solicit sales or provide Services to a customer located outside of your Territory without our prior written consent. You will have no right to use the Marks or the System in any wholesale, e-commerce, or other channel of distribution other than as described in this Disclosure Document.

Market and Competition

The home services business is a $100 billion dollar industry with many companies focused on every aspect of the inside and outside of the home, however the residential garage floor coatings industry is highly fragmented, including "independent" companies and a few established brands.

There are over 80 million residential garages in the U.S. with an estimate of less than 1% of them having some form of a coating (typically paint) on their garage floors, with the majority having experienced some type of failure such as peeling or hot-tire pick-up. We have identified the opportunity for a premium solution to be about 4.8 million residential garage floors or 6.25% of the total garage floor market. The typical garage floor represents roughly 15% of the overall home's total flooring square footage and is typically a primary entry point for owners and guests. Management believes that the market is extremely strong for this type of installed service as a home improvement upgrade, as it is a relatively low-cost as compared to others home improvement projects, such as new kitchens, bathrooms, porches, pools, etc. The GGF strategy is designed to exploit the higher-end market opportunity by having a highly targeted marketing plan and then backing it up with timely installation, that is high in quality and focused on exceeding customer expectations, which is generally not typical for the home improvement space. The model is designed to be simple and focused on the higher profit garage floor coating systems unlike many competitors that try and sell the "entire garage" makeover. This allows us to operate an efficient low overhead model which keeps inventory low, installations limited to one or two days, and maximizes cash flow as our demographic is a higher-end clientele, so receivables are virtually non-existent.

Management believes that this represents a significant opportunity for a company to establish a national franchised business model that is targeted at key markets throughout the United States that have a rich demographic profile.

Industry-Specific Regulations

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

Federal, state and local governmental laws, ordinances and regulations periodically change. It will be your responsibility to ascertain and comply with all federal, state and local governmental requirements. We do not assume any responsibility for advising you on these regulatory matters. You should consult with your attorney about laws and regulations that may affect your Franchised Business.

This is a specialty contracting business which requires concrete to be prepared through an industrial diamond grinding process where the machines are connected to vacuum systems as well as the applications of industrial grade coatings. All OSHA precautions and requirements should be adhered to during the installation and applications as to protect the eyes, skin, and respiratory system from both short term or long-term irritation and/or effects.

ITEM 2
BUSINESS EXPERIENCE

Chairman of the Board of Managers – Ervin Cash

Mr. Cash has served as the Chairman of our Board of Managers since May 2022. Since August 2021 Mr. Cash has been the Chairman of the Board of Managers for our parent, Threshold Brands, LLC, and since August 2020 Mr. Cash has been the Chairman of the Board of Managers of Threshold Brands' parent, HS Group Holdings, LLC. Mr. Cash is the Chairman of the Board of Managers or the Chairman of the Board of Directors for all of our affiliates. Since May 2018, Mr. Cash has been CEO and President of Strategies for Impact, Inc., located in Montecito, California. From March 2016 to May 2018, Mr. Cash was CEO & President of SloanLED, located in Ventura, California.

Vice President and Manager – Caroline Peck

Ms. Peck has been our Vice President and a member of our Board of Managers since May 2022. Since August 2021 Ms. Peck has been the Vice President and a Manger of our parent, Threshold Brands, LLC, and since August 2020 Ms. Peck has been the Vice President and a Manager of Threshold Brands' parent, HS Group Holdings, LLC. Ms. Peck is a Vice President and Manager/Director for all of our affiliates. Since June 2017, Ms. Peck has been an Associate with The Riverside Company, located in Cleveland, Ohio.

Vice President, Secretary and Manager – Stephen Rice

Mr. Rice has been our Vice President and Secretary and a member of our Board of Managers since May 2022. Since August 2021 Mr. Rice has been the Vice President, Secretary and a Manager of our parent, Threshold Brands, LLC, and since August 2020 Mr. Rice has been the Vice President, Secretary and a Manager of Threshold Brands' parent, HS Group Holdings, LLC. Mr. Rice is the Vice President, Secretary and a Manager/Director of all of our affiliates. Since October 2010, Mr. Rice has been a Principal of The Riverside Company, located in Cleveland, Ohio.

Manager – Ryan Farris

Mr. Farris has been a member of our Board of Managers since May 2022. Mr. Farris is a Manager of all of our affiliates. Mr. Farris has been employed by AlphaGraphics in Lakewood, Colorado, since September 2015, where he has served as the President and COO since October 2017. Since August 2020 Mr. Farris has also served as the President and COO of PostNet International Franchise Corp., also located in Lakewood, Colorado.

Manager – Steven Siegel

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

Manager – Mark Kushinsky

Mr. Kushinsky has been a member of our Board of Managers since May 2022. Since August 2021 Mr. Kushinsky has served as a Manager of our parent, Threshold Brands, LLC, and since August 2020 Mr. Kushinsky has served as a Manager of Threshold Brands' parent, HS Group Holdings, LLC. Mr. Kushinsky is a Manager of all of our affiliates. From April 2008 to April 2021, Mr. Kushinsky was Chief Executive Officer of MaidPro Franchise, LLC and its predecessor, MaidPro Franchise Corporation, located in Boston, MA.

Chief Executive Officer and Manager – Hagan Kappler

Ms. Kappler has been our Chief Executive Officer ("CEO") and a member of our Board of Managers since May 2022. Since February 2022 Ms. Kappler has served as a Manager of our parent, Threshold Brands, LLC, and its parent, HS Group Holdings, LLC. Ms. Kappler has been the CEO of Threshold Brands in Boston, Massachusetts, since August 2021. Ms. Kappler also serves as the CEO for all of our affiliates. From April 2018 to January 2021, Mrs. Kappler was the Division President for ServiceMaster Clean and Merry Maids in Memphis, TN. From October 2014 to March 2018, Mrs. Kappler was Vice President of Corporate Development for Ingersoll Rand in Davidson, NC.

Chief Financial Officer – Lawrence Fox

Mr. Fox has been our Chief Financial Officer ("CFO") since May 2022. Mr. Fox has been the CFO of our parent, Threshold Brands, LLC and of Threshold Brands' parent, HS Group Holdings, LLC, since February 2022. Mr. Fox also serves as the CFO of all of our affiliates. Mr. Fox served as the interim CFO for Threshold Brands from October 2021 to January 2021. Mr. Fox served as the CFO of Something Sweet, Inc. in New Haven, CT from February 2021 to September 2021. Mr. Fox was a Senior Director with Huron Consulting in Chicago, IL from August 2007 to January 2021.

Chief Legal Officer – Robert G. Huelin

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

Chief Growth Officer – R. Scott Sutton

Mr. Sutton has been our Chief Growth Officer ("CGO") since May 2022. Mr. Sutton has been the CGO for our parent, Threshold Brands, LLC, since August 2021. Mr. Sutton is also the CGO for all of our affiliates. Mr. Sutton has been the Chief Growth Officer for MaidPro Franchise, LLC since July 2021. From August 2010 to July 2021, Mr. Sutton was the Vice President of Business Development at Deluxe Corporation (d/b/a/ Safeguard Business Systems) in Dallas TX.

Chief Operating Officer – Andrea Hohermuth

Ms. Hohermuth has been our Chief Operating Officer ("COO") since May 2022. Ms. Hohermuth is also the COO for all of our affiliates. From April 2021 to July 2021 Ms. Hohermuth served as the Interim Chief

Executive Officer of our affiliate MaidPro Franchise, LLC in Boston, Massachusetts. Since January 2021 Ms. Hohermuth has been the COO of our affiliate, MaidPro Franchise, LLC in Boston, Massachusetts. From December 2018 to December 2020 Ms. Hohermuth was the Senior Vice President of Technology & Operations for MaidPro Franchise, LLC and its predecessor, MaidPro Franchise Corporation, in Boston, Massachusetts. From November 2015 to November 2018, Ms. Hohermuth served as the Vice President of Technology for MaidPro Franchise Corporation in Boston, Massachusetts.

President – Alan J. Mishkoff

Mr. Mishkoff has been our President since June 2013. Mr. Mishkoff has also served as the President of our affiliate, Granite Garage Floor Licensing, LLC in Roswell, Georgia since 2017 and as the President of our affiliate The Garage Floor Coating Company, LLC in Roswell, Georgia since December 2013.

Vice President, Franchise Development – James Nichols

Mr. Nichols joined us as Vice President, Franchise Development in June 2021. Before that Mr. Nichols was the Director of Sales for Authority Brands in Columbia, Maryland from July 2019 to June 2021. From January 2012 to July 2019 Mr. Nichols was the Director of Sales for Direct Energy in Houston, Texas.

Director of Central Coaching – Somerset Buchanan

Ms. Buchanan joined us as Director of Central Coaching in May 2022. Since December 2020, Ms. Buchanan has been Director of Central Coaching for our affiliates. From May 2012 to June 2020, Ms. Buchanan was Direct of Field Learning and New Franchisee Learning for Dunkin Brands Inc., located in Canton, Massachusetts.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

Our CFO, Lawrence Fox, was the CFO of Something Sweet, Inc., with a principal place of business at 724 Grand Avenue, New Haven, CT, 06511, from February 2021 until September 2021. On or about July 2, 2021, Something Sweet, Inc. filed a voluntary petition for bankruptcy under Chapter 11 of the Bankruptcy Code. The petitioner has no relationship to us or any of our affiliates. The petition was converted by order of the Court to an action under Chapter 7 of the Bankruptcy Code on or about December 6, 2021. The matter remains pending in the US Bankruptcy Court for the District of Delaware, Case No. 21-10992 (CSS).

Except as stated above, there is no bankruptcy information required to be disclosed in this Item.

ITEM 5
INITIAL FEES

You will pay us an initial franchise fee of $60,000 (the "Initial Franchise Fee"). The Initial Franchise Fee is due at the time you sign the Franchise Agreement. During the fiscal year 2021, we waived the franchise fee for one franchised unit who did require training because he was an existing franchisee. You will also pay us a $2,500 Technology Package Fee which covers the initial configuration of your Method CRM Account, Website Set-Up, and establishing your local online listings. This is due upon signing the Franchise Agreement. This fee is non-refundable after we have begun the process of setting up your webpage and search engine optimization.

We may offer to a first-time franchisee, who is not a franchisee (or the owner of a franchisee) of a brand owned by any of our franchisor affiliates, the option of waiving the Initial Franchise Fee in exchange for an increase to the Royalty Fee rate by an additional 1.5% of Gross Consumer Sales for the Term of the franchise agreement and the first renewal term, if the franchise is renewed. Any decision to offer this discount to a first-time franchisee will be granted in our sole discretion and we have the right to evaluate each first-time franchisee on an individual basis and can terminate this practice at any time. See Franchise Agreement, Exhibit D.

In very limited circumstances we may reduce the Initial Franchise Fee paid by a franchisee based upon various factors, including whether they are a veteran, an existing franchisee of one of our affiliated brands, our need for a franchisee in the market area in which they will be operating, their experience in the field, the number of franchises they are purchasing or on other criteria we may adopt. We have no policy and there is no pattern as to when we may agree to a reduction. Any reductions will be granted in our sole discretion, we have the right to evaluate each situation on an individual basis and can terminate this practice at any time.

We pay a referral fee ("Referral Fee") to any current franchisee for each candidate referred to us who meets our qualifications and signs a Franchise Agreement. Currently, the Referral Fee is $10,000 for each successful referral of a candidate who is not a current franchisee of our brand or any of our affiliate brands.

We reserve the right to change, modify or discontinue any of these discount and referral programs at any time.

All amounts in this Item 5 are deemed fully earned and non-refundable when due. You pay us, or our affiliates, no other fees or payments for services or goods before your Franchised Business opens. We do not offer financing for the Franchise Fee.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Royalty Fee	6.5% of Gross Sales or minimum monthly payment as outlined in the schedule below. Month 4 - 12 $500 Month 13-24 $1,000 Month 25-36 $1,500 Month 37-48 $2,000 Month 49-beyond $2,500	Payable monthly by Electronic Funds. Transfer. Funds must be in Your designated bank account by the fifth day of the calendar month immediately following the month in which they accrued. You are required to provide Us with monthly gross sales reports due by the 10th day of the following the end of the month and reconcile any amounts between what was paid and what is due within 5 business days of notification.	Starting in the 4th month after you begin operating your Franchised Business, you must pay the Minimum Royalty or your Royalty Fee, whichever is greater. "Gross Sales" means all revenue from the sale of all services and products and all other income of every kind related to your business activities under your Franchise Agreement, whether cash or credit (and regardless of collection in the case of credit). The Royalty Fee is paid in consideration of the ongoing right to use the Marks and the System, and not in exchange for services rendered by us.
National Marketing Fee	As announced periodically by us, with 30 days advance notice, but we may not require you to spend annually more than 1%.	Monthly; by electronic funds transfer no later than one week after the end of the month for which they are due.	Currently, we do not collect a Marketing Fee. We reserve the right to implement and change the Marketing Fee periodically, upon 30 days advance notice. provided that the maximum Marketing Fee may be no greater than 1% of your Gross Sales annually.

Type of Fee[1]	Amount	Due Date	Remarks
Local Marketing Fees	You are required to spend a minimum of $1,500 per month in local marketing or 7.5% of revenue, whichever is greater.	Must send a report quarterly to include local ad spending.	
Interest	18% per year (or maximum legal rate, if less) on the outstanding amount owed periodically.	Upon demand.	If you fail to make a payment on time, you must pay us interest on the amount owed from the due date until paid in full.
Additional Training	Currently $500/day plus expenses.	Before training commences.	We have the right to charge for additional training for (i) training persons repeating initial training or replacing a person who did not pass initial training, (ii) initial training for subsequent employees, and (iii) periodic additional training we may provide. You are responsible for any travel expenses, wages, and other expenses incurred by your trainees for any training.
Additional Assistance	The travel and living expenses of our representatives plus a current Consulting Fee of $500 per day.	Within 15 days after services are rendered.	Payable if we provide requested consulting services in person at a place other than our offices and the assistance requires travel beyond our routine field visits. We will have the right to increase the amount of the Consulting Fee once within any 12-month period.

Type of Fee[1]	Amount	Due Date	Remarks
Supplier Review	Our reasonable cost of inspecting the supplier or testing the proposed equipment, including personnel or travel costs.	Upon demand.	Payable if you wish to offer or use any supplies or equipment that we have not approved or to purchase from a supplier that we have not approved, whether or not we approve the item or supplier.
Renewal Fee	$1,500.	Upon signing a successor Franchise Agreement.	You have the option to renew the Franchise Agreement, provided that you meet certain conditions.
Transfer Fee	$5,000	At or before transfer.	Payable only upon transfer of your franchise.
Back-Office CRM Software Customization System, Software License and Maintenance Fee	We provide initial system software customization which is included in the Technology Setup fee, and a monthly license fees which currently costs up to $75/month per user, and will not exceed $150 a month, subject to annual adjustments, not to exceed $150 monthly per user.	Customization costs are payable upon completion of service. Monthly by electronic funds transfer no later than one week after the end of the month for which they are due.	During the Term, we have the right to increase the maximum ($150) Monthly Software License Fee by up to 10% during each calendar year by providing you with prior written notice. This user fee is paid to us and we pay the vendor.
Referral Fees	As described in our Operations Manual.	As specified in the Manual.	You are required to pay referral fees to other franchisees who make referrals to you in an amount as outlined in the Operations Manual.

Type of Fee[1]	Amount	Due Date	Remarks
Cloud Hosting-QB/GGF Virtual Network Fees	Up to $75/month for cloud based Virtual Network provider to include QB License for integration into CRM software platform.	Monthly by electronic funds transfer no later than one week after the end of the month for which they are due.	You pay the cloud vendor.
Email Hosting	$6/month per user.	Monthly by electronic funds transfer no later than one week after the end of the month for which they are due.	You pay us for central email hosting.
Commission	In an amount or according to a formula determined by us in our sole discretion.	Upon demand.	If a customer prefers that you perform an installation in a Territory other than your own that is owned by another franchisee or us, you must pay that franchisee or us a fee as outlined in the Operations Manual.
Insurance	Cost of the premium plus a reasonable fee for our services in procuring the insurance.	Upon demand.	Payable only if you fail to maintain the minimum insurance we require and we choose to procure the required insurance for you.

Type of Fee[1]	Amount	Due Date	Remarks
Inspection	Our reasonable expenses incurred in inspecting your Franchised Business, including travel, meals, and lodging costs and compensation for our representatives.	Upon demand.	Payable if inspection is necessitated by a repeated or continuing failure to comply with any provision of the Franchise Agreement.
Remedial Expenses	Our reasonable expenses incurred in correcting your operational deficiencies.	Upon demand.	If we give you notice of deficiencies we identify during an inspection and you fail to correct the deficiencies in a reasonable time; we may correct the deficiencies at your expense.
Enforcement Expenses	Our reasonable cost of de-identifying your Franchised Businesses and other costs and expenses incurred as a result of your failure to comply with your post-termination obligations.	Upon demand.	Payable if your Franchise Agreement expires or is terminated, and you fail to de-identify your Franchised Businesses and comply with your other post-termination obligations, and we take steps to do so.
Indemnification	Our liabilities, fines, losses, damages, costs, and expenses (including reasonable attorneys' fees).	Upon demand.	Payable if we incur losses due to your activities or failure to perform under the Franchise Agreement.

Type of Fee[1]	Amount	Due Date	Remarks
Website Management	A monthly management fee of $95 subject to change upon 30 days advance notice from us to you.	Monthly, by electronic funds transfer.	Provided as a fee paid to support web management, maintenance and ongoing changes.
Online SEO/SEM Management Fee	A monthly fee of $495 for the overall management of local SEO, Online Marketing Management Fee.	Monthly Fee paid by credit card.	Paid directly to Qiigo or designated vendor.
SEM Fees	Monthly optional online Marketing Fee's such as Google Adwords, Facebook, etc.	Monthly, by credit card or electronic funds transfer.	Paid directly to Qiigo or designated vendor.
Fines for Non-Compliance	Between $250 and $750 per violation per day.	Within ten days of our notifying you of fines imposition.	We may levy fines as specified in the Operations Manual for your failure to comply with the Operations Manual after written notice has been given to you and you have still failed to comply.
Convention Fee	Then-current registration fee.	At the time of registration for convention, meeting or conference.	We may charge a fee for attendees at our conventions, meetings or conferences.

NOTES:

1. The table above describes fees and payments that are payable to us or our affiliates (or, if otherwise noted, to a third party), relating to the operation of your Franchised Business. All of the fees in the table below are non-refundable and are uniformly imposed. You must use the payment methods we designate. You must furnish us and your bank with any necessary authorizations to make payment by the methods we require.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Franchise Fee (1)	$60,000	Lump sum	At signing of Franchise Agreement	Us
Vehicle and Signage (2)	$17,500 to $55,000	Cash	As incurred	Car dealer
Vehicle Insurance (3)	$1,125 to $3,000	Cash	As incurred	Insurance company or broker
Initial Inventory (4)	$10,000 to $42,000	Cash	Prior to beginning business	Supplier
Equipment (5)	$18,000 to $26,000	Cash	As incurred	Supplier
Leasehold Improvements (6)	$0 to $3,000	Cash	Upon signing	Contractor
Office Furniture and Fixtures (7)	$0 to $2,000	Cash	As incurred	Suppliers, contractors
Training (8)	$1,500 to $3,500	Reimburse us	As billed/incurred	Approved GGF trainer
Office Equipment and Miscellaneous Supplies (9)	$1,000 to $5,000	Cash	As incurred	Suppliers
Travel and Living Expenses While Training (10)	$1,000 to $4,000	Cash/credit	As incurred	Airlines, hotels, and restaurants
Initial Launch Advertising (11)	$4,500 to $9,000	Cash	As incurred	Suppliers
Business Insurance Deposits and Premiums (12)	$1,000 to $1,500	Cash	As incurred	Insurance company or broker

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Professional Fees (13)	$1,000 to $2,000	Cash/credit	As incurred	Your attorneys, accountants, and business advisors
CRM Software (Method) (14)	$150 to $225 ($50 to $75/month/user)	Cash/Credit	As incurred	Us
"Cloud" Hosting (14)	$225 ($75/month)	Cash/Credit	As incurred	3rd party vendor
Email (14)	$18 ($6/month per user)	Cash/Credit	As incurred	Us
Licenses and Permits (15)	$250 to $1,000	Cash	As incurred	Licensing authorities, utilities
Website Management (16)	$285 ($95/month)	EFT	As incurred	Us
Online SEO/SEM Management (17)	$1,485 ($495/month)	Credit Card	As Incurred	Qiigo, 3rd party vendor
Technology Package (Business Management System and Website Set Up) (18)	$2,500	Lump Sum	At signing of Franchise Agreement	Us
Additional Funds - Initial 6 Months (19)	$1,500 to $10,000	Cash	As incurred	Employees, suppliers, utilities, etc.
TOTAL (20)	$123,038 to $231,738			

NOTES:

1. See Item 5. Initial Franchise Fee may be waived under the First Franchise Option discount.
2. We currently do not specify the make and model of the vehicle that you must use but reserve the right to do so. This estimate includes the cost of Vehicle signage; we currently require a vehicle wrap to our specifications. You may use your existing vehicle if it meets our specifications.

3. See Note 13 below. If you use a personal vehicle for business, you should obtain appropriate commercial use insurance coverage.

4. This includes initial inventory and materials.

5. This includes equipment used for installation.

6. This estimate is for a built-out office space with a garage bay attached. It is possible that your landlord's tenant improvement or "TI" contribution or allowance may reduce your build out investment in initial facilities to zero. You may operate from your home if your residence is properly zoned for business.

7. This includes basic office desk, chair, and workplace items, which may be new or used.

8. This is paid to a GGF approved trainer for reimbursement of his travel costs in coming to you to train you.

9. This estimate is for the cost of purchasing a basic copier, fax machine, and personal computer and printer and Internet access. We do not specify the type or brand of computer you must purchase, but your computer must be able to access the Internet. The low estimate assumes that you already own adequate computer equipment and have Internet access.

10. This estimate is for the cost of attending initial training at locations that we designate, which may be outside of your Territory, including the location of one of our existing franchisees or licensees. You are responsible for the travel expenses, living expenses, wages, and other expenses incurred by your trainees during initial training. The actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices.

11. You must spend a minimum of $4,500, and up to $9,000 for initial launch advertising in the two weeks prior to opening your Franchised Business and the three months after your Franchised Business opens in accordance with a plan that you must submit to us. Your cost may be higher based on the type of promotions that you choose to do. We have the right to modify your grand opening plan, in our sole discretion. You must provide us with supporting documentation evidencing these expenditures upon request. We may require you to fund a Google ad campaign which we direct. The expense of any Google campaign is paid by you to us, which we direct to the vendor. We may require you to pay us rather than third parties to implement your initial launch advertising program on your behalf. This estimate does not include the Brand Fund Fees that you must pay us for the Brand Fund described in Item 11. After your initial launch, you may use optional search engine marketing or optimization.

12. This estimate is for the cost of a deposit and your first three months of premiums for the minimum required insurance. You will need to check with your insurance carrier for actual premium quotes and costs, as well as the actual amount of the deposit. The cost of coverage will vary based upon the area in which your business will be located, your experience with the insurance carrier, the loss experience of the carrier, the amount of deductibles and of coverage, and other factors beyond our control. You should also check with your insurance agent or broker regarding any additional insurance that you may wish to carry above our required minimums.

13. This estimate is for the cost of engaging an attorney, accountant, or other business advisors to assist you in reviewing this Disclosure Document, the Franchise Agreement, your business plan, and any other contracts related to your Franchised Business. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity. The estimates represented in this chart are based on professional fees in the State of Georgia. You

may experience different rates for professional fees in your market. It is best to ask your professional advisors for their fee schedule prior to engaging them to perform any services on your behalf. This estimate does not include your cost of incorporation or legal entity formation.

14. Customer Relationship Management (CRM) software is provided to you by us without charge. Monthly software license fees cost between $50 and $75 per user, per month, paid to us. Cloud hosting is up to $75 per month, paid to a 3rd party vendor. Email hosting is currently $6 per month per user, paid to us.

15. This estimate includes the cost of licenses and permits. You are responsible for maintaining all required licenses and permits necessary to operate your Franchised Business. You should check with local authorities, an attorney, or a business consultant to determine what licenses and permits are necessary at your location.

16. Website Management/ is supplied to you at a cost of $95.00 per month. This is paid directly to us by electronic funds transfer.

17. Online SEO/SEM Management is supplied to you at a cost of $495 per month. This is paid directly to the 3rd party vendor Qiigo or designated vendor.

18. This fee is paid to us for Technology and SEO set-up, which covers the initial configuration of your Method Account, Website Set-Up, and establishing your online local listings.

19. This is an estimate of the amount of additional operating capital that you may need during the first six months after opening your Franchised Business. This estimate includes additional funds you may need to pay, including, but not limited to, employee salaries and wages, payroll taxes, utilities, fuel costs, credit card facility fees, such items as payroll taxes (including payroll to cover the pre-opening training period for your staff), legal and accounting fees, additional advertising, health and workers' compensation insurance, bank charges, miscellaneous supplies and equipment, staff recruiting expenses, state tax and license fees, deposits, prepaid expenses, nominal call center charges if you choose to use one, and other miscellaneous items. The preceding list is by no means conclusive of the extent of possible categories of expenses. The expenses you incur during the start-up period will depend on factors such as local economic and market conditions, your business experience, and weather conditions. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate or that you will not need additional funds after your first three months of operation. It is best to contact your accountant or financial advisor for further guidance.

20. This total amount is based upon our experience with the GGF HQ Roswell location in addition to an aggregate of multiple subsequent franchise locations. The initial investment is for a new franchisee developing a Franchised Business. Your costs may vary based on a number of factors including, but not limited to, the geographic area in which you open, local market conditions, and your skills at operating a business. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area. You should independently investigate the costs of opening a business in the geographic area in which you intend to open your Franchised Business. You should also review the figures carefully with a business advisor before making any decision to purchase the franchise. We do not provide financing to franchises either directly or indirectly in connection with their initial investment requirements. The availability and terms of financing obtained from third parties will depend upon such factors as the availability of financing, your credit worthiness, collateral which you may make available, or policies of local lending institution with respect to the nature of the business. Unless otherwise noted, all payments to us are non-refundable. The

refundability of payments to others will depend upon your arrangement with them. If you are purchasing an additional or expansion unit in an adjacent Territory and intend to operate multiple units from a single location, many of these expenses may not apply or may be substantially reduced, such as leasing relating costs, office furniture, fixtures and equipment, signage, software license fees, licenses and permits and other possible expenses.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as stated below, you are not required to purchase or lease goods, services, supplies, fixtures, equipment, inventory, computer hardware or software, real estate, or comparable items related to establishing or operating the Franchised Business from us, our designees, or suppliers we approve, or under our specifications.

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

We can impose purchasing restrictions for any reason, but the most likely purpose would be to control the quality and consistency of the Equipment and Services and to facilitate volume-discount pricing arrangements.

To the extent that we establish specifications or designate specific suppliers for particular items, we will publish our requirements in the Manuals and will provide the specifications for the suppliers that we have approved. We may, at any time, in our discretion, change, delete, or add to, any of our specifications or quality standards. These modifications, however, will generally be uniform for all franchisees.

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

No officer of GGF owns an interest in any supplier.

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

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

Maintenance and Upgrades of Vehicles. You are responsible for maintaining and repairing Vehicles at your own expense in accordance with the requirements specified in the Manuals and any manufacturer's warranties. If we require you to upgrade, add to, or cease using the Vehicles, we must give written notice to you of any additional or replacement Vehicles that you must purchase. You may not make any material alternation, addition, replacement or improvement to your Vehicles, including their fixtures, furnishings, signs and equipment, without our prior written consent. If a Vehicle is more than five years old, we may require you to replace it. Currently we do not require you to purchase a vehicle; you may lease an existing commercial van, box truck or trailer. We do require that you obtain a vehicle wrap for any vehicles used by you in the Business, installed by a vendor that we have approved.

Business Office and Warehouse. You must maintain a business office ("Business Office") and warehouse ("Warehouse"), which must be located in your Territory. If you operate multiple units in adjacent Territories, you may elect to maintain a single business office in one of the Territories. You must provide us with written notice if you wish to change the address of your Business Office or Warehouse. You may manage the Franchised Business from your home if it is properly zoned for this type of business operation. Prior to entering into any lease, you must submit to us the proposed site lease and any information about the site that we request for our approval. We have the right to require your lease to include any provisions that we may reasonably require, which we may specify in the Manuals or otherwise in writing. If we grant written approval of your lease, you must deliver to us a copy of the signed lease. You must comply with the terms and conditions of your lease. We are not obligated to sign your lease or guarantee a lease for you. Your Business Office and Warehouse must be fitted-out and constructed in accordance with plans approved by us. We will not supply such plans but will review them after they are submitted to us for approval and will inform you of any changes, we believe appropriate. We reserve the right to require you to update your Business Office and Warehouse periodically to meet our then-current standards, but in no event more frequently than once every three years.

Insurance. You must maintain at your expense in full force and effect throughout the Term the types of insurance and the minimum policy limits specified in the Manuals. The insurance policy or policies must protect you, us, and our affiliates, and our and our affiliates' respective, past, present, and future officers, directors, owners, managers, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage, or expense whatsoever arising out of or occurring upon or in connection with the condition, operation, use, or occupancy of your Franchised Business. We and our affiliates must be named as additional insureds under each policy, except for policies required by statute in your jurisdiction, including, but not limited to, workers' compensation and employer's liability insurance policies. Our current insurance requirements and minimum coverages are: Premise–operations, $2,000,000 (aggregate); Products- $1,000,000 per occurrence; General Liability and advertising - $1,000,000 per person/organization; Medical Expense - $5,000 (one person); Fire - $100,000; Auto (combined single limit $1,000,000 each accident for auto in addition to hired and non-owned) - $1,000,000 (occurrence); Workers' Compensation – optional. We may require additional types of coverage or increase the required minimum amount of coverage upon reasonable notice. Your obligation to obtain coverage is not limited in any way by insurance that we maintain. Upon our request or as specified in the Manuals, you must provide us with certificates of insurance evidencing the required coverage. Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us. If you fail to obtain and maintain insurance coverage as required by this Agreement, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable fee for our services in procuring the insurance.

CRM Software, Cloud Hosting and Email Hosting. We require you to use our CRM software which integrates with QuickBooks, called Method, and use Right Networks for hosting the interface. We provide Method at no cost to you. Monthly software license fees currently cost between $50 and $75 per user and are paid to us. QuickBooks licenses are required and paid directly to QuickBooks or through Right Networks. Monthly "Cloud" hosting is through our Virtual Private Network, Right Networks—it costs up to $75 per month and is paid to the vendor. Email hosting is through us and currently costs $6 per user, per month, paid to us.

Revenue from Purchases. We and our affiliates may derive revenue/rebates/ and/or other material consideration from some of your required purchases of Equipment, Vehicles, marketing materials, and supplies. We and our affiliates have not received any rebates or other payments from suppliers and do not have any revenue data to disclose. We, however, may retain any rebates or other payments we receive from suppliers. During the year ending December 31, 2021, we derived no revenues or rebates from these types of required purchases.

We are not involved in any purchasing or distribution cooperatives. We have negotiated franchisee pricing directly with manufacturers which is provided – generally as discounts to list pricing – directly to the franchisee from the manufacturer. We reserve the right to create our own manufacturing capability for certain products and retain all or a portion of profit margins resulting from manufacturing products sold to franchisees. We will only require you to purchase products which we manufacture if we are able to sell those products to you at prices equal to or below those that you are then currently paying to our existing supplier or manufacturer. We do not provide any material benefits to franchisees (for example, renewal or granting additional franchises) based upon their purchase of particular products or services or use of particular suppliers.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Franchise Agreement	Disclosure Document Item
a.	Pre-opening purchases/leases	Sections 5.2, 5.3, 5.5, 5.7, 5.11(c) and 5.16	Items 6, 7, 8 and 11
b.	Pre-opening requirements	Sections 5.1(b), 5.3, 5.5, 5.7, 5.8,(a), 5.12(c) and 5.14 and 5.16	Items 7, 8 and 11
c.	Initial and ongoing training	Sections 5.8 and 5.11(d)	Items 6, 7 and 11
d.	Opening	Sections 5.1(b) and 5.12(d)	Items 5, 6 and 11
e.	Fees	Sections 3 and 5.11(a)	Items 5, 6, 7 and 11
f.	Compliance with standards and policies/Operations Manual	Sections 5.2, 5.3, 5.4, 5.5, 5.6, 5.11 and 5.30	Items 7, 8, 11, 13, 14, 15 and 16
g.	Trademarks and proprietary information	Sections 5.09(b), 5.17 and 5.19	Items 13, 14 and 17
h.	Restrictions on products/services offered	Sections 5.2, 5.5, 5.6 and 5.9	Items 8 and 16
i.	Warranty and customer service requirements	Section 5.11(f)	Items 8 and 16
j.	Territory development and sales quotas	Sections 1.5 and 5.1(a)	Items 5 and 12
k.	Ongoing product/service purchases	Sections 5.2, 5.3, 5.4 and 5.5	Items 8 and 16
l.	Maintenance, appearance and remodeling requirements	Sections 5.3 and 5.7	Items 7, 8 and 11
m.	Insurance	Section 5.16	Items 7 and 8
n.	Advertising	Sections 3.3 and 5.1	Items 6, 7, 8 and 11
o.	Indemnification	Section 5.26	Item 6
p.	Owner's participation/ management/staffing	Section 5.1(a), 5.11(a), 5.12 and 5.13	Items 11 and 15
q.	Records and reports	Sections 5.10(a), 5.10(b), 5.21, 5.22, 5.24 and 5.25	Items 6 and 17
r.	Inspections and audits	Sections 5.24 and 5.25	Items 6 and 11

	Obligation	Section in Franchise Agreement	Disclosure Document Item
s.	Transfer	Section 5.28	Items 6 and 17
t.	Renewal	Section 2.2	Item 17
u.	Post-termination obligations	Sections 5.27 and 7	Item 17
v.	Non-competition covenants	Section 5.27	Item 17
w.	Dispute resolution	Section 8	Item 17

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease, or obligation.

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

Except as listed below, we are not required to provide you with any assistance. There is no specified date or period of time by which we must complete our obligations stated below.

Our Pre-Opening Obligations

Before you begin operating your Franchised Business:

1. Designate Territory. We will designate your Territory. (Franchise Agreement - Recital D)

2. Initial Training. We will provide initial training in the System and our policies and procedures to you, your Operating Principal (if you are an Entity), and any other employees that we designate. See "Training", below in this Item. (Franchise Agreement - Section 4.2)

3. Opening Assistance. We will advise you as to initial orders of Equipment and supplies and advise you as to establishment of business relationships with approved suppliers. We may, in our sole discretion, provide you with additional assistance in connection with the opening of your Franchised Business. (Franchise Agreement - Section 4.3)

4. Manuals. We will furnish you with one copy of, or electronic access to, our Manuals, on loan for as long as your Franchise Agreement or a successor franchise agreement remains in effect. We reserve the right to furnish all or part of the Manuals to you in electronic form and to establish terms of use for access to any restricted portion of our Website. (Franchise Agreement - Section 4.1)

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

6. Software. We will instruct on which customer relationship management and other software to purchase for your use. We require you to use proprietary CRM software called Method, which integrates

with QuickBooks and use our customization provider. This software will be "Cloud" hosted through Right Networks using a virtual private network. (Franchise Agreement—Section 3.6)

7. Approve Launch Advertising. We will provide you with a template for your initial launch advertising plan. We will review and, in our sole discretion, approve or disapprove your modifications to the initial launch advertising plan template. (Franchise Agreement – Section 4.8(f) and 5.11(d))

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

We estimate that the typical length of time between signing a Franchise Agreement and beginning to offer to sell Equipment and perform Services for your Franchised Business is approximately 90 days. Factors affecting this length of time include, among others: successful completion of initial training; local ordinances or community requirements; your personal goals; issuance of all necessary licenses, permits and approvals; and procuring required insurance. You must begin offering Services for your Franchised Business within 120 days after signing the Franchise Agreement. (Franchise Agreement - Section 5.1)

We do not currently know the impact that the COVID-19 virus epidemic will have on the time to open your franchise. However, if your area is subject to a stay at home order, or if selling, marketing and installing residential garage floor coating systems are or recommended to be closed in your area due to the epidemic, it will impact your time to opening if your leasing, development/construction, training or opening phases are scheduled to take place during those periods of social distancing or restricted operations. And, if you or one of your employees contracts the COVID-19 virus and your staff is subject to quarantine during the pre-opening period, it will most likely increase/delay your time to open.

Ongoing Assistance

During the operation of your Franchised Business:

1. Additional Assistance. We will provide you with ongoing technical, managerial, and administrative advice and guidance by telephone, email, and other forms of communication from our office, as you may from time to time reasonably request. (Franchise Agreement – Section 4.4)

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

3. Review of Equipment, Supplies, and Suppliers. We will review your requests for approval of new supplies, Equipment, Services, or suppliers. (Franchise Agreement - Section 4.7 and 5.3)

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

5. Advertising. We may periodically formulate, develop, produce, and conduct, at our sole discretion, advertising or promotional programs in such form and media as we determine to be most

effective. We may make marketing materials that we create available to you to purchase. (Franchise Agreement - Sections 4.8(b)). We will help you manage your online advertising campaign, which we highly recommend, but do not require of you. Campaign expenses will be charged to you at our cost.

6. Review Advertising. We will review your requests for approval of any advertising or promotional programs or materials you wish to use or produce. If you do not receive our written approval within 10 business days from the date we receive the material, the material is deemed disapproved unless you again notify us in writing of your request and we fail to approve or disapprove such request in writing within 5 business days after such second request is received by us, in which case approval is deemed granted. (Franchise Agreement – Section 5.11(a))

7. Brand Fund Management. Should we choose to implement one, we will manage the Brand Fund as described below in this Item. We will, upon request, prepare an unaudited statement of contributions and expenditures for the Brand Fund and make it available to you in a manner of our choosing. (Franchise Agreement - Section 4.8(c))

8. Manuals Updates. We may amend, modify, or supplement the Manuals at any time, so long as the amendments, modifications, or supplements will, in our good faith opinion, benefit us and our franchisees or will otherwise improve the System. You must promptly comply with revised standards and procedures after we transmit the updates. (Franchise Agreement - Sections 4.1 and 5.15)

9. Meetings and Conferences. We may, in our sole discretion, convene meetings of franchisees which are mandatory, as we may specify. The meetings may be held in person or remotely via teleconference or web seminar or any other means. (Franchise Agreement - Section 4.9)

10. Website. We will establish and centrally manage a website for GGF and manage a dedicated location page for customer leads to inquire about services in your territory. We will forward to you any reservations and/or inquiries from prospective customers in your Territory that we receive through the website. If you do not respond to a potential customer by the end of the next business day after such lead is received by you, we may contact or service the potential customer or refer the potential customer to a franchisee outside of the Territory. (Franchise Agreement - Section 4.10 and 4.11)

11. Intranet. We may choose to establish and centrally manage an intranet site for the GGF concept. (Franchise Agreement - Section 4.12)

12. Leads. We will refer to you any reservations or prospective customers that we receive through the website, telephone calls, or other methods of communication, provided that we are able to determine that the potential customer is located in your Territory. If you do not promptly respond to a potential customer, we may (i) contact or service the potential customer in your Territory, or (ii) refer the potential customer to a franchisee outside of the Territory. (Franchise Agreement - Section 4.11)

13. Approval of Services Outside Your Territory. If a customer prefers that you perform an installation in a Territory other than yours, you must pay the franchisee in whose Territory the installation is performed, a commission in an amount or according to a formula determined by us in our sole discretion, as described periodically in the Operations Manual. Although we are not currently charging any fees or commissions for referrals made by us, we reserve the right to charge a reasonable fee in the future, as determined by us in our sole discretion. (Franchise Agreement – Section 4.11)

Advertising

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

We may periodically formulate, develop, produce, and conduct, at our sole discretion, advertising or promotional programs in such form and media as we determine to be most effective. We will make available to you for purchase marketing materials that we have prepared. We may also offer you access to search engine marketing and optimization which we select, at your option.

You must participate in any mystery shopper programs we develop and implement periodically. You must use a mystery shopper vendor designated by us, or, if we permit, recommended by you and approved by us. The costs and expenses of any mystery shopper visits and related reports shall be paid by you.

To date, our advertising has primarily consisted of driving traffic to the GGF website and local direct mail campaigns targeting specific demographics. Initially, we expect any advertising for franchisees to be via the Internet, direct mail, and local magazines that target our market demographic. We may, however, also use radio or television advertisements. Our advertising may be local, regional, or national in scope. We may employ a local, regional, or national advertising agency to produce advertising or may produce the advertisements in-house. We are not obligated to conduct any advertising or marketing programs within your Territory.

Brand Fund. We may in the future create a GGF Brand Fund (the "Fund") into which all Brand Fund Fees will be paid. The Brand Fund Fee is non-refundable. The purpose of the Fund is to develop programs that benefit the GGF brand. This means we may use monies in the Fund for any purpose that promotes the GGF name or any other names we choose to use, including the creation, production and placement of commercial advertising; to pay for agency costs and commissions; to pay the costs to create and produce video, audio and written advertisements; to pay for direct mail and other media advertising, including internet advertising, internet search engine campaigns, direct email marketing, and the cost to maintain and update our websites, web pages, social media and social networking sites, profiles and accounts; for the costs to create and maintain any applications, whether web-based or otherwise, and for the costs of search engine optimization; in-house staff assistance and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; market research; and other advertising and marketing activities. We may also use money in the Fund to pay for coaching and training for the franchisees in marketing, advertising, recruiting and sales. It is our responsibility to determine how monies in the Fund are spent. We do not guarantee that you will benefit

from the Brand Fund in proportion to your contributions to the Brand Fund. (Franchise Agreement – Section 4.8(b))

We will not use the Fund for anything whose sole purpose is the marketing of franchises; however, the GGF website, public relations activities, community involvement activities, and other activities supported by the Fund. The Brand Fund may contain information about franchising opportunities. (Franchise Agreement – Section 4.8(b))

In no event will we be deemed a fiduciary with respect to any Brand Fund Fees we receive or administer. We are not required to have an independent audit of the Fund completed. Upon written request, we will prepare an unaudited statement of contributions and expenditures for the Fund and make it available to you in a manner of our choosing. If any monies in the Fund remain at the end of a fiscal year, they will carry-over in the Fund into the next fiscal year. (Franchise Agreement – Section 4.8(c))

All Franchised Businesses will contribute to the Fund a uniform percentage of the Brand Fund Fees. Company-owned and affiliate-owned Businesses will contribute to the Fund in the same manner as our Franchised Businesses. If we reduce the Fund contribution rate for Franchised Businesses, we will reduce the contribution rate for company-owned and affiliate-owned Businesses by the same amount. Because we have not yet established the fund, we do not have financial data relating to the Fund. (Franchise Agreement – Section 4.8(d)

Initial Launch Advertising. In connection with the opening of your Franchised Business, you must spend $4,500 to $9,000 for initial launch advertising and promotion in the two weeks prior to opening the Franchised Business and the three months after your Franchised Business opens in accordance with a plan that we must approve. We will provide you with an initial launch advertising plan template, which you may modify. We have the right to approve or disapprove your modifications, in our sole discretion. No amount paid by you for your initial launch will be credited toward any of your other advertising obligations. You must provide us with supporting documentation evidencing these expenditures upon request. We may require you to pay us rather than third parties to implement your initial launch advertising program on your behalf.

Local Advertising. We require that you expend each quarter no less than $5,000 or the greater of 7.5% of your annual Gross Sales, divided by 4, for local advertising.

Websites. You are not authorized to have a website, blog or social media sites for your Franchised Business, to register any domain names related to the GGF concept, or to have a webpage related to your GGF Business on any third party website. We will centrally manage a website for the GGF concept and any social media efforts for the brand. You must, upon our request, provide us with promotional materials or information relating to your GGF Business for us to include on our website. We may allow and encourage local social media participation on such sites as Google, Yelp, Instagram, Home Advisor and Angie's List.

Advertising Cooperatives. We currently do not have any advertising cooperatives, but we may implement one in the future. If we do, then participation may be required, and any money spent with the cooperative will go toward your local marketing requirement. The area of any cooperative will be determined by us based on geographical and advertising market factors at the time. Any franchisor or affiliate owned units within a cooperative will be required to participate on the same basis as any franchised units. We have not yet determined how any fund contributions would be decided, but most likely based on an equal basis

within a cooperative. The cooperative will be administered as determined by its members, but subject to GGF's right to veto any decisions of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved or merged. Any cooperative will be required to prepare annual financial statements which will be available for review by its members. Any cooperative will be governed based on written documents which will be available for your review.

Franchisee Advisory Council. We may establish an advisory council of franchisees ("Franchisee Advisory Council") using a form and process specified in the Manuals to advise us on various issues and strategies. The Franchisee Advisory Council will have an advisory role, but no operational or decision-making power. We may change the structure and process of the Franchise Advisory Council or dissolve the Franchisee Advisory Council at any time. If we establish a Franchisee Advisory Council, you must participate in all council-related activities and meetings and must pay any dues related to the administration of the Franchise Advisory Council.

Business Office and Storage Facility

We do not provide you any assistance in selecting a site or negotiating a lease for your Business Office and Warehouse. We do not approve or reject the site for your Business Office and Warehouse. Your Business Office and Warehouse must be located in your Territory unless you operate multiple contiguous franchised units, in which case we may allow you to operate multiple units in multiple Territories from one office and warehouse. You must provide us with written notice if you wish to change the address of your Business Office or Warehouse. You may manage the Franchised Business from your home if it is properly zoned for you to do so.

Prior to entering into any lease, you must submit the proposed site lease and any information about the site that we request to us for our approval. We have the right to require your lease to include any provisions that we may reasonably require, which we may specify in the Manuals or otherwise in writing. If we grant written approval of your lease, you must deliver to us the completely executed lease within 10 days after its execution. You must comply with the terms and conditions of your lease. We are not obligated to execute your lease or guarantee a lease for you.

Computer Systems and Communications Links

You must obtain, install, and use, at your expense, the computer hardware, software, on-line services, and communications links that we specify and periodically update in the Manuals. We currently do not have any required computer requirements, except that you must own a personal computer with high-speed internet connection to the Internet and must have a dedicated digital business telephone number that is listed in telephone directories that we prescribe. If you do not already own a personal computer, we estimate that it may cost you up to $1,000 to purchase the necessary hardware and software. Neither we nor our affiliates act as vendors or suppliers of any hardware components. We will supply you with our proprietary CRM software (the "Software") which you must use, called Method. Method is provided to you at no upfront cost. To use the Software, we may require you to sign a software licensing agreement and pay us a monthly licensing fee for the use of the Software (currently about $50 to $75 per month per user).

You must maintain your computer system at your expense and must replace, upgrade, or update your computer system as we may require periodically, which may not be more than once per year. We will establish reasonable deadlines for implementation of any changes to our computer system requirements.

We do not require you to enter into any maintenance, updating, upgrading, or support contracts for your computer systems, but we recommend that you do so. The vendor or supplier of the hardware components would typically provide such ongoing maintenance, updating, upgrading, or support services, the cost of which varies by vendor.

We will require you to host your data in the "Cloud" and access it through our Virtual private network "Right Networks" at a monthly cost of up to $75, paid to the vendor. We will host your email, at a cost which is currently $6 per month per user.

We require you to establish your accounting software using QuickBooks and for it to be hosted through Right Networks, which allows for our CRM Method to interface with QuickBooks.

You must give us unrestricted electronic access (including users IDs and passwords, if necessary) to the above network so we can properly support your franchise business to include QuickBooks and Method. This is also for the purposes of obtaining the information relating to the sales of your Franchised Business and auditing and collecting Operating Fees (as defined in the Franchise Agreement). You must permit us to independently download and transfer data via modem or other connection as we determine. There are no contractual limitations on our right to access data stored in the cloud or in your computer based on the system we have set up for you to manage your business.

We will supply you with a Website Management Fee at a cost which is currently $95 per month. This is payable to us. The fee is subject to change upon 30 days advance notice from us to you.

You will be required to pay an Online SEO/SEM Management Fee of $495 directly to Qiigo or designated 3rd party vendor. This covers basic SEO, monthly post, blogs etc. Additionally, Search Engine Marketing may include Google Adwords, Facebook marketing, retargeting etc. and is paid direct to Qiigo or another designated 3rd Party Vendor and may be available at an additional charge to you.

You must dedicate your computer system for use in your Franchised Business only and use your computer system in accordance with our policies and operational procedures. Your employees must complete any and all training programs we reasonably require for the proper operation and use of your computer system.

Manuals

The Table of Contents of the Manuals related to Franchised Businesses is attached as Exhibit F to this Disclosure Document. The Table of Contents includes the number of pages devoted to each subject, and the total number of pages in the Manuals as of the date of this Disclosure Document. Currently, the Manuals total 195 pages.

Training by Us

You, your Operating Principal (if you are an Entity), and any other employees that we designate must attend and satisfactorily complete our franchisee initial training program ("Initial Training") within 90 days after executing the Franchise Agreement. You may not begin to operate the Franchised Business until you, your Operating Principal (if you are an Entity) and your designated employees have satisfactorily completed Initial Training. We will provide instructors, facilities, and materials for the Initial Training at no cost to you, provided that all of your personnel are trained during the same training session. Provided that space is available, you may bring other representatives to Initial Training without

charge, but we reserve the right to limit attendance to three of your representatives in any one session. We reserve the right to charge a reasonable fee for training persons who are repeating the course or replacing a person who did not pass and for subsequent Operating Principals or employees who attend the course. You are responsible for any travel expenses, living expenses, wages, and other expenses incurred by your trainees. We currently anticipate training may occur in our offices and also at your location. You are also responsible for the travel and food expenses incurred by our outside trainer.

Initial Training includes approximately 3 days of training which will cover the management and operation of your Franchised Business plus approximately five (5) days of field training. Training includes approximately 12 hours of Sales/Marketing and Operational/Administration training which you will receive via telephone or Internet. We will provide Initial Training at a location that we designate as soon as practicable after you sign your Franchise Agreement. We do not provide training on a set schedule; it is offered as soon as possible based on the schedule of our trainers and your schedule. We do not grade your training but do require that you complete training to our satisfaction in our sole discretion. Should your Operating Principal fail to complete training to our satisfaction, we may elect to terminate the Franchise Agreement and refund one-half of the Initial Franchise Fee.

Our Initial Training program is described in the following chart:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
History/Philosophy of GGF	1	0	Our office
Use of the Manual	1	0	Our office
Services Provided to GGF Franchisees	1	0	Our office
Pre-Opening Procedures	2	0	Our office
Human Resources	2	5	Our office/your location
Marketing	2	0	Our office
Sales Procedures	2	10	Our office/your location
Management Procedures	2	10	Our office/your location
Operating Procedures	4	10	Our office/your location
Installation Procedures	4	20	Our office/your location
TOTALS	**21**	**55**	Our office/your location

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

Training procedures will be fluid and informal and will occur at our office or your location, depending on the circumstances. We use the Manuals, PowerPoint presentations, Vimeo video, and hands on demonstrations as instructional materials in our training programs. Alan Mishkoff is the instructor for our initial training programs. Mr. Mishkoff is the founder of the GGF Franchising concept and has been involved in developing the System since 2010.

You must ensure that subsequent staff that you employ to operate your Franchised Business and install and service equipment are trained according to our standards as specified in the Manuals. We may require that designated employees attend Initial Training conducted by us for a reasonable training fee.

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

ITEM 12
TERRITORY

Your franchise is for the Territory that we specify and approve, which shall be an exclusive territory. Typically, a Territory will be a geographic area that may be described, for example, by any or all of the following: a radius from your location or a location on a map, zip codes, a county or several counties or possibly an entire metropolitan area. The territory will include a minimum population of 250,000 single family households. Your exclusive territory is not subject to change by us, nor is it subject to cancellation other than for your breach of the Franchise Agreement. Continuation of the exclusive territory is not contingent on certain sales volumes, market penetration or other contingency. However, the Franchise Agreement does call for payment of certain Minimum Monthly Royalties beginning after the sixth month of operation of the franchised business, as outlined in Item 6 of this disclosure document. Failure to pay Minimum Monthly Royalties may result in termination of the Franchise Agreement.

Your Business Office and Warehouse, which may be located in your home, subject to local zoning compliance, must be located in your Territory, or if you have multiple units with multiple adjacent Territories, within one of those Territories. You must provide us with written notice if you wish to change the address of your office.

Except as described above, we and our affiliates may engage in any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Territory or Franchised Business. For example, we have the right: (i) to establish franchises and/or company-owned businesses anywhere providing identical or similar Equipment and Services under names and symbols other than the Marks; (ii) to advertise or authorize others to advertise anywhere, using the Marks; (iii) to establish or license GGF Businesses under the Marks, at any location outside of your Territory; (iv) to sell or license others to sell Services through alternative distribution channels, including e-commerce, using the Marks; and (v) to acquire, be acquired by, or merge with other companies.

You may face competition from other franchisees or company-owned businesses adjacent to your Territory or from other channels of distribution or competitive brands that we control. We do not have any plans to operate or franchise a business using the System under different Marks.

You do not have the right to open additional Franchised Businesses nor do you have any rights of first refusal on any other Territory. You may not directly solicit or provide Services outside of your Territory without our prior written consent, which may be arbitrarily withheld. **"Solicitation"** includes, but is not limited to, solicitation in person, by telephone, by mail, by email, targeted text messaging, social media, and by distribution of brochures, business cards, or other materials. If we consent to you making sales outside of your Territory, you must immediately cease doing so if we subsequently withdraw our consent. If we permit you to operate in an unassigned Territory, when we grant a GGF franchise for the unassigned Territory to another party, you must immediately cease soliciting customers in the formerly unassigned Territory, but you may continue servicing existing customers in the Territory with respect to existing sales orders or contracts. You must provide us with all customer information that you acquire relating to the formerly unassigned territory, which we shall in turn provide to the new franchisee. In no event shall your Gross Sales from sales outside of your Territory in any calendar year exceed 10% of your total Gross Sales during such calendar year.

ITEM 13
TRADEMARKS

The principal trademark that you will use as our franchisee is the GGF name and logo. We may also authorize you to use other marks periodically. You may only use in your Franchised Business the Marks we designate, and only in compliance with written rules that we prescribe periodically.

All of the Marks are owned by our affiliate, GGFL and licensed to us under the IP License Agreement (see Item 1). The IP License Agreement has a 50-year term and may be terminated unilaterally by either party only upon a material breach of the IP License Agreement. Upon termination or expiration of the IP License Agreement, we must immediately discontinue the use of the Marks and assign to GGFL or its assignee all of our franchise agreements licensing the use of the Marks, and GGFL or its assignee has agreed to assume all obligations under our franchise agreements arising from and after their assignment.

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

Mark	Registration No.	Registration Date
GRANITE GARAGE FLOORS	4,203,902	September 4, 2012

GRANITE GARAGE FLOORS	4,203,901	September 4, 2012
GRANITE GARAGE FLOORS	5,428,416	March 20, 2018
	5,428,417	March 20, 2018
DOES YOUR GARAGE FLOOR NEED A MAKEOVER?	5,661,298	January 22, 2019
LOOKS AND LASTS LIKE GRANITE!	5,661,303	January 22, 2019

GGFL has certain legal rights granted by the registrations. If our right to use any Mark is challenged, we may require you to change to an alternative mark, which may increase your expenses. GGFL will file all required affidavits with the USPTO.

There are no currently effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving the Marks. We know of no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. Franchisor has filed all required affidavits or will do so at all appropriate times. Except for the IP License Agreement, there are no agreements currently in effect which significantly limit our right to use the Marks. We are aware of no superior rights or infringing uses that could materially affect the use of the Marks in any state.

You must notify us promptly of any unauthorized use of the Marks of which you have knowledge or of any challenge to the validity of our or GGFL's ownership of or our right to license others to use any of the Marks. We or GGFL will take the action, if any, we believe to be appropriate. We have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Marks, including, but not limited to, any settlement. We and GGFL will be entitled to retain any and all

proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any such action. You must execute all documents and render any other assistance we or GGFL may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Mark. If we, in our sole discretion, determine that you have used the Mark in accordance with the Franchise Agreement, the cost of such defense and the cost of any judgment or settlement, will be borne by us. If we, in our sole discretion, determine that you have not used the Mark in accordance with the Franchise Agreement, those costs will be borne by you. In the event of any litigation relating to your use of the Mark, you will do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Mark in a manner inconsistent with the terms of the Franchise Agreement or the Manuals, we agree to reimburse you for your out-of-pocket costs in doing such acts.

We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Marks and to adopt new Marks for use with the System without any liability to you. You must implement any of these changes at your own expense within the time we reasonably specify.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We own no rights in, or licenses to, any patents or patent applications.

Except as provided below, we own no rights in, or licenses to, any copyrights. We and our affiliates have not registered any copyrights with the United States Copyright Office. However, we and/or GFCC claim copyrights with respect to our advertising materials, marketing materials, training materials, signs, website, Manuals, software (if we create it in the future), as well as other materials we, GFCC, or our franchisees may periodically develop. To the extent that GFCC claims any of the copyrights, they have licensed the right to use the copyrights that they own to us in the License Agreement for a period of 50 years. The IP License Agreement may be terminated unilaterally by either party only upon a material breach of the IP License Agreement. Upon termination of the IP License Agreement, we must immediately discontinue the use of the Marks and all copyrighted material subject to the IP License Agreement and assign to GFCC all of our franchise agreements licensing the use of the Marks, and GFCC has agreed to assume all obligations under our franchise agreements arising from and after their assignment.

There are no determinations of the United States Copyright Office or any court regarding any of our copyrights. Except for the IP License Agreement, there are no agreements limiting the use of any of our copyrights.

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

to any such proceeding or any effort to maintain the continued validity and enforceability of the copyrights. If we request, you must discontinue the use of the subject matter covered by any copyright used in connection with the Franchised Business.

During the term of your Franchise Agreement, we may disclose in confidence to you, either orally or in writing, certain trade secrets, know-how, and other confidential information (collectively, "Proprietary Information") relating to the System, our business, or the management, operation, or promotion of the Franchised Businesses. You may not, nor may you permit any person to, use or disclose any Proprietary Information (including without limitation all or any portion of the Manuals) to any other person, except to the extent necessary for your professional advisors and employees to perform their functions in the operation of the Franchised Business. You will be liable to us for any unauthorized use or disclosure of Proprietary Information by any of your employees or any other person to whom you disclose Propriety Information. You must take reasonable precautions to protect the Proprietary Information from unauthorized use or disclosure and must implement any systems, procedures, or training programs that we require. You must require anyone who may have access to the Proprietary Information to sign a non-disclosure agreement in a form satisfactory to us that identifies us as a third party beneficiary of the covenants with the independent right to enforce the agreement. Our current form of nondisclosure agreement appears in Exhibit D to this Disclosure Document.

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

If you are an Entity, you must appoint an individual owner as your Operating Principal. Any individual with any equity interest in your Entity may be eligible to become your Operating Principal. The Operating Principal must complete our training program, must have authority over all business decisions related to your Franchised Business, and must have the power to bind you in all dealings with us. You may not change the Operating Principal without our prior approval.

You or your Operating Principal must at all times be supervising the operation of your Franchised Business. At all times, each of your Vehicles must be under the personal supervision of an individual that has successfully completed training provided by you or us.

Each individual with direct or indirect ownership interest in your Entity must sign the Payment and Performance Guarantee (the "Guarantee") attached to the Franchise Agreement, assuming and agreeing to discharge all obligations of the franchise under the Franchise Agreement as if they were the franchisee in the agreement, including the confidentiality and noncompete provisions. We may require your employees to enter into noncompete agreements in a form that we prescribe.

ITEM 16
RESTRICTIONS ON WHAT YOU MAY SELL

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

Except as otherwise described in this Disclosure Document, you are only authorized to offer Services to customers located in your Territory. You may not directly solicit or provide Services to a customer located outside of your Territory without our prior written consent. "Solicitation" includes, but is not limited to, solicitation in person, by telephone, by mail, by email, and by distribution of brochures, business cards, or other materials. If we consent to you making sales outside of your Territory, you must immediately cease doing so if we withdraw our consent. If we permit you to operate in an unassigned Territory, when we grant a GGF franchise for the unassigned Territory to another party, you must immediately cease soliciting customers in the formerly unassigned Territory, however you may continue servicing your current existing customers in the Territory with respect to existing sales orders or contracts. You must provide us with all customer information that you acquire relating to the formerly unassigned territory, which we shall in turn provide to the new franchisee. In no event shall your Gross Sales from sales outside of your Territory in any calendar year exceed 10% of your total Gross Sales during such calendar year.

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

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ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise license term	Section 2.1	Ten years from the Effective Date of your Franchise Agreement.
b. Renewal or extension of the term	Section 2.2	If you meet the conditions, you may enter into a renewal term.
c. Requirements for you to renew or extend	Section 2.2	You have notified us of your intent to renew at least six months in advance; you have signed our then-current form of franchise agreement, which may have materially different terms and conditions than your original Franchise Agreement; you have refurbished and upgraded your Office, Warehouse and Vehicles to our then-current specifications; you have executed a general release in favor of us and our affiliates; you have satisfied all monetary obligations owed by you to us or our affiliates or your suppliers; you, your Operating Principal, and designated employees have completed our then-current training requirements; you have substantially complied with the Franchise Agreement during the term; no Event of Default (as defined in the Franchise Agreement) or event which, with the giving of notice or passage of time or both, would become an Event of Default, exists; you have not received three or more Event of Default notices during the Term; and you have paid us the Renewal Fee.
d. Termination by you	Section 6.5	If we commit a material breach of the Franchise Agreement and we fail to cure the breach or take reasonable steps to begin curing the breach within 60 days after receiving notice from you, and you are in full compliance with your obligations, you may terminate the Franchise Agreement.
e. Termination by us without cause	Not applicable	Not applicable.
f. Termination by us with cause	Section 6.1	We can terminate only if you default (see (g) and (h) below).

Provision	Section in Franchise Agreement	Summary
g. "Cause" defined – curable defaults	Section 6.1	You have (A) the lesser of (i) 30 days and (ii) 10 days after written notice to cure the non-payment of any amounts owed to us or our affiliates or your failure to make sufficient funds available to us; (B) 24 hours to cure non-compliance with any law, regulation or ordinance which results in a threat to the public's health or safety; (C) the cure period allowed by any supplier to pay such supplier all non-contested obligations; and (D) 30 days to cure a failure to comply with any other provision of the Franchise Agreement not described above or in (h) below.
h. "Cause" defined non-curable defaults	Section 6.1	You make a material misrepresentation to us; you fail to report any Franchised Businesses in operation; you fail to permit us to inspect or audit your books and records; you fail to timely file reports three times in 12 months; you, your Operating Principal, or your designated employees fail to satisfactorily complete Initial Training; you fail to begin operating your Franchised Business by the Opening Deadline; you suspend operations of your Franchised Business for more than five days without our consent unless we determine, in our sole discretion, that the failure was beyond your control; you misuse the Marks; non-permitted disclosure of Proprietary Information by you or your disclosee; you become insolvent or bankrupt; you or any of your owners or officers or directors is convicted of a crime involving moral turpitude or consumer fraud or any other crime or offense which impairs the goodwill associated with the Marks; you or any of your Owners violates the transfer provisions of the Franchise Agreement; you or any of your owners violates the noncompete covenants of the Franchise Agreement; you default under any other agreement, including any other Franchise Agreement, with us or our affiliates if the default would permit the termination of that agreement; or you are in default three or more times within any 18-month period.
i. Your obligations on termination/ non-renewal	Section 7	Pay all amounts due to us or our affiliates; discontinue use of the Marks, copyrights, and the System; return Proprietary Information, personal data, and Manuals; refrain from disclosing Proprietary Information; cancel assumed name registration; transfer telephone number; post office boxes, and directory listings; provide us with an opportunity to purchase certain goods and to assume your lease; complete de-identification of Franchised Business; promote a separate identity; and comply with noncompete covenants (also see (o) and (r) below).

Provision	Section in Franchise Agreement	Summary
j. Assignment of contract by us	Section 4.13	No restriction on our right to assign other than that the assignee must be financially and otherwise capable of fulfilling our obligations to you, in our judgment.
k. "Transfer" by you – definition	Section 5.28(a)	Includes transfer of any interest in the Franchise Agreement, the license to use the System and the Marks, the Franchised Business or substantially all of the assets of the Franchised Business, or any interest in the ownership of you (if you are an Entity).
l. Our approval of transfer by you	Section 5.28	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Section 5.28	All of your monetary obligations are satisfied; you are not in breach; you and your Owners sign a general release; you agree to noncompetition provisions and obligations relating to confidentiality; you remain liable for obligations incurred or arising prior to the transfer; you pay us the Transfer Fee; new franchisee agrees to discharge all of your obligations; new franchisee qualifies, meets training requirements and signs then-current franchise agreement; new franchisee upgrades the Franchised Businesses to our then-current specifications; new franchisee covenants to continue to operate under the Marks and the System; new franchisee's owners execute our then-current form of personal guarantee; sale must include all material assets of the Franchised Business.
n. Our right of first refusal to acquire franchisee's business	Section 5.28(g)	We can match any offer for your Franchised Business, the Franchised Business' assets, or any ownership interest, except for certain transfers to spouses, children, or existing owners.
o. Our option to purchase your business	Sections 7.5 and 7.6	After the Franchise Agreement terminates or expires, we can purchase any or all of the supplies, Vehicles, Equipment, marketing materials, signs, and fixtures related to the operation of your Franchised Business for the fair market value of the assets, less any amounts then owing to us. We also have the right to assume your lease for your Warehouse and for your Business Office.
p. Death or disability of you	Section 5.28(f)	Executor or representative must apply for our consent to transfer your interest to a third party and must complete the transfer within 180 days.

Provision	Section in Franchise Agreement	Summary
q. Non-competition covenants during the term	Section 5.27(a)	No involvement in any business that offers products or services relating to the sale or installation of garage floor coatings at any location in the United States by any means including, without limitation, sales via the Internet or catalogs ("Competitive Business"); no diverting customers or potential customers to any Competitive Business; no acts injurious to our goodwill; no soliciting for employment individuals employed during the past 12 months by us or our affiliates.
r. Non-competition covenants after the Franchise Agreement is terminated or expires	Section 5.27(b)	For two years after the expiration or termination of your Franchise Agreement, you may not be involved in any Competitive Business within a fifty mile radius of your Territory, may not solicit any accounts with which you had material contact in the two year period prior to termination, and may not solicit for employment individuals employed during the past 12 months by us or our affiliates.
s. Modification of the agreement	Section 9.2	Except for modifications to the Manuals, no modifications unless agreed to in writing by both parties.
t. Integration/ merger clause	Section 9.1	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 8.2	The parties must mediate between them in Georgia if either party demands mediation. Except for certain claims, disputes must be settled by arbitration. Arbitration must occur in the office of the American Arbitration Association closest to our principal executive office.
v. Choice of forum	Section 8.1	Claims may be brought by us and must be brought by you in a state court in which our principal place of business is located at the time such proceeding is filed or in the federal district court for the district in which our principal place of business is located at the time such proceeding is filed.
w. Choice of law	Section 8.3	Georgia law applies, without any regard to the application of Georgia conflict-of-law rules.

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

Granite Garage Floors Franchising
Item 19 Financial Performance Representations- *Units Opened 1 year*

	2021 Location Results			2020 Location Results			2019 Location Results		
	Revenue	# Jobs	Avg Price	Revenue	# Jobs	Avg Price	Revenue	# Jobs	Avg Price
Baltimore	$1,574,604	410	$3,840	$1,261,765	335	$3,766	$766,161	234	$3,274
Charlotte	$715,771	227	$3,153	$495,073	166	$2,982			
Chattanooga	$332,248	97	$3,425						
Chesapeake	$615,987	200	$3,080	$452,809	146	$3,101			
West Dallas	$283,773	90	$3,153	$257,133	90	$2,857	$154,049	40	$3,851
Denver	$1,804,377	460	$3,923	$1,314,906	377	$3,488	$949,050	282	$3,365
Fort Lauderdale	$559,661	304	$1,841	$510,855	288	$1,774	$417,151	237	$1,760
Kansas City	$1,238,191	286	$4,329	$1,091,381	275	$3,969	$994,575	247	$4,027
Nashville	$928,083	195	$4,759	$935,216	197	$4,747	$673,961	172	$3,918
Omaha	$861,850	219	$3,935	$704,112	187	$3,765	$569,904	162	$3,518
Orlando	$496,983	175	$2,840						
RDU/RIC	$757,101	243	$3,116	$489,853	177	$2,768	$435,839	144	$3,027
Total Franchised Units	**$10,168,629**	**2906**		**$7,513,103**	**2238**		**$4,960,690**	**1518**	
Median Annual Revenue	$809,476	231	$3,526	$819,664	192	$4,256	$720,061	203	$3,596
Average Annual Revenue	**$847,386**	**242**	**$3,499**	**$751,310**	**224**	**$3,357**	**$620,086**	**190**	**$3,268**

The Fort Lauderdale unit was operated by a family member of our President, Alan Mishkoff, since its inception, before Granite Garage Floors Franchising, LLC was founded under an informal verbal license agreement. In January 2019, it entered into a formal Franchise Agreement with us and became a unit franchisee, which we still consider to be an affiliate.

In 2021, the average gross revenue for the 12 franchisee-owned businesses was $847,386. "Gross Revenue" for purposes of this financial performance representation means all revenues from the sales of goods and services, less refunds and allowances.

Of the 12 franchisee-owned businesses, 5 had average gross revenue above the mean and 7 had average gross revenue below the mean. GGF Denver had the highest gross revenue at $1,804,377 while GGF West Dallas had the lowest revenue at $283,773. Median gross revenue was $809,476.

In 2020, the average gross revenue for the 10 franchisee-owned businesses was $751,310. "Gross Revenue" for purposes of this financial performance representation means all revenues from the sales of goods and services, less refunds and allowances.

Of the 10 franchisee-owned businesses, 4 had average gross revenue above the mean and 6 had average gross revenue below the mean. GGF Baltimore had the highest revenue at $1,261,765 while GGF West Dallas had the lowest revenue at $257,133. Median gross revenue was $819,664.

In 2019, the average gross revenue for the 8 franchisee-owned businesses was $620,086. "Gross Revenue" for purposes of this financial performance representation means all revenues from the sales of goods and services, less refunds and allowances.

Of the 8 franchisee-owned full time businesses, 4 had average gross revenue above the mean and 4 had average gross revenue below the mean. GGF Kansas City had the highest revenue at $994,575 while GGF West Dallas had the lowest revenue at $154,049. Median gross revenue were $720,061.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll earn as much.

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

Your financial results may differ from the revenues, number of jobs and average job price stated in this item 19. Actual results will vary from franchisee to franchisee for a variety of reasons, including, without limitation, location, the franchisee's prior business experience, the franchisee's active involvement in the franchised business, and other factors.

You will be responsible for developing your own business plan for your Franchised Business. You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business, and you are encouraged to consult with your own accounting, business, and legal advisors in doing so.

Except as specified above, we do not make any representations about a franchisee's future financial performance. Except for the disclosure in this Item 19, we do not make any representations about the past financial performance of company-owned businesses. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing business, however, we may provide you with the actual records of that business. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Alan Mishkoff at 10945 State Bridge Road, Suite 401-171, Alpharetta, GA 30022 Tel. (770) 329-1751, e-mail: alan@granitegarageflooring.com; the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Our affiliate-owned unit is GFCC and is treated below as though it were a company-owned unit. We do have licensees which we hope will convert to franchised units, but the same are not reflected below.

Table No. 1
Systemwide GGF Business Summary
For Fiscal Years 2019 to 2021

Type of GGF Business	Year	GGF Businesses at the Start of the Year	GGF Businesses at the End of the Year	Net Change
Franchised	2019	7	10	+3
	2020	10	12	+2
	2021	12	14	+2
Company-Owned	2019	2	1	-1
	2020	1	1	0
	2021	1	1	0
Total GGF Businesses	2019	9	11	+2
	2020	11	13	+2
	2021	13	15	+2

Table No. 2
Transfers of Franchised Businesses from Franchisees to New Owners
For Fiscal Years 2019 to 2021

State	Year	Number of Transfers
All States	2019	0
	2020	0
	2021	0
Total	2019	0
	2020	0
	2021	0

Table No. 3
Status of Franchised Businesses
For Fiscal Years 2019 to 2021

State	Yr.	Franchised Businesses at Start of Year	Franchised Businesses Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations-Other Reasons	Franchised Businesses at End of Year
CO	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
FL	2019	0	1	0	0	0	0	1
	2020	1	1	0	0	0	0	2

State	Yr.	Franchised Businesses at Start of Year	Franchised Businesses Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations-Other Reasons	Franchised Businesses at End of Year
	2021	2	1	0	0	0	0	3
KS	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
MD	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
NE	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
NC	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
TN	2019	1	0	0	0	0	0	1
	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
TX	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
VA	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	0	2
TOTAL	2019	7	3	0	0	0	0	10
	2020	10	2	0	0	0	0	12
	2021	12	2	0	0	0	0	14

Table No. 4
Status of Company-Owned Businesses
For Fiscal Years 2019 to 2021

State	Year	Company-Owned Businesses at Start of Year	Company-Owned Businesses Opened	Company-Owned Businesses Reacquired from Franchise	Company-Owned Businesses Closed	Company-Owned Businesses Sold to Franchisee	Company-Owned Businesses at End of the Year
Florida	2019	1	0	0	0	1	0
	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
Georgia	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
Totals	2019	2	0	0	0	1	1
	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1

Table No. 5
Projected Openings of GGF Businesses
For Following 12 month period ending December 31, 2021

State	Franchise Agreements Signed But Franchised Business Not Opened	Projected New Franchised Businesses in the Next Fiscal Year	Projected New Company-Owned Businesses in the Next Fiscal Year
FL	0	1	0
KY	0	1	0
SC	0	1	0
TX	0	1	0
Totals	0	4	0

Current and Former Franchisees. We have attached as Exhibit H a list of the names of all current franchisees (each of which operates a GGF Business) and the address and telephone number of each of their GGF Businesses. No franchisee was terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under any Franchise Agreement. All of our franchisees have communicated with us within 10 weeks of this Disclosure Document's issuance date.

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

Confidentiality Agreements. We have not signed any confidentiality clauses since our formation.

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

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit E to this Disclosure Document are our audited financial statements as of December 31, 2021, 2020 and 2019. We have also included our unaudited balance sheet and profit and loss statement as of, and for the four-month period ended, April 30, 2022. Our fiscal year ends on December 31.

ITEM 22
CONTRACTS

The following sample contracts are included in this Disclosure Document:

Exhibit A Franchise Agreement
Exhibit C General Release
Exhibit D Noncompete and Nondisclosure Agreement

We also require that you fill out a Compliance Questionnaire before signing the Franchise Agreement. The Compliance Questionnaire is attached to the Franchise Agreement as Exhibit B.

ITEM 23
RECEIPT

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

FRANCHISE AGREEMENT between GRANITE GARAGE FLOORS FRANCHISING, LLC

and

_____

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GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is entered into with an Effective Date as stated in Section 2.1. The Agreement is between GRANITE GARAGE FLOORS FRANCHISING, LLC ("GGF"), a Georgia limited liability company, and _____, an individual or a corporation/limited liability company established in the State of _____ with a primary residence or principal place of business at _____ (hereinafter "you" or "your") and, if Franchisee is a partnership or other business entity, "you" or "your" includes the individual partners, shareholders, or members of such entity ("Franchisee"). In this Agreement, "we", "us", and "our" refer to GGF. "

RECITALS

GGF and its affiliates have gained knowledge and experience in the sale and in providing installation, service and refurbishment of concrete garage floors with an epoxy coating system ("Services"). Additionally, we have also developed and will continue to develop a distinctive business format, as well as a set of terms and operating procedures (the "System"). The distinguishing characteristics of the System include our terms for Services, finishes, color schemes, signage, and other identification schemes (the "Trade Dress"). Additionally, these characteristics include our collected experience reflected in our training programs, operating procedures, customer service standards, and marketing techniques. And finally, these characteristics also include any proprietary software and all of the policies, procedures, standards, and terms set out in our operations manuals ("Manuals"). We change, improve, and further develop the elements of the System periodically.

We identify the businesses operating under the System by means of the GGF marks and certain other trademarks, service marks, trade names, signs, logos, associated designs, artwork, and other indicia of origin (collectively, the "Marks"). We may designate other trade names, service marks, and trademarks as Marks. Businesses operating under the System and the Marks are referred to as "GGF Businesses."

If you are a corporation, limited liability company, partnership, or other entity (collectively, an "Entity"), all of your owners of a legal and/or beneficial interest in the Entity (the "Owners") have been disclosed to Franchisor. If you are an Entity, you must appoint an individual owner, called the "Operating Principal," to have authority over all business decisions and to have the power to bind you in all dealings with us.

You wish to open and operate a franchised GGF Business (the "Franchised Business") and to have the right to use the Marks and the System in the territory described in Exhibit A (the "Territory"). We are willing to grant to you a license to open and operate the Franchised Business on the terms and conditions of this Agreement.

In consideration of the above and the agreements contained here, the parties agree to the following:

1. DEVELOPMENT RIGHTS AND OBLIGATIONS

1.1 Grant of License. Upon the terms and conditions of this Agreement, we grant to you a non-exclusive license (the "License") to operate one Franchised Business in your Territory. Your License gives you the right to operate an office ("Business Office"), warehouse facility ("Warehouse"), and one or more vehicles to meet with prospective customers or customers, sell and network for sales and to deliver Services ("Vehicle") within your Territory. Your license also gives you the right to use the Marks and the System only in connection with the Franchised Business.

Except as otherwise stated in Section 1.4, you have no right to use the Marks or the System at any location outside of your Territory or in any wholesale, e-commerce, or other channel of distribution besides the sale of Services in your Territory.

We designate a Territory by the use of zip codes, based on USPS Postal Zip Codes, as they exist on the date of this Agreement or any Addendum. The Territory is stated on Exhibit A. ;

1.2 Acceptance of License. You hereby accept the License and agree to operate the Franchised Business according to the terms of this Agreement for the entire Term, as here defined.

1.3 Limited Territorial Protection. Except as stated in this Section l.3, we will not operate a GGF Business in your Territory or license anyone other than you to operate a GGF Business in your Territory while this Agreement is in effect. Except as specifically stated in the first sentence of this Section 1.3, we and our affiliates may engage in any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Territory or Franchised Business. For example, we have the right: (i) to establish franchises and/or company-owned businesses anywhere providing similar Services under names and symbols other than the Marks; (ii) to advertise or authorize others to advertise anywhere, using the Marks; (iii) to establish or license GGF Businesses under the Marks, at any location outside of your Territory; (iv) to sell or license others to sell Services through alternative distribution channels, including e-commerce, using the Marks; and (v) to acquire, be acquired by, or merge with other companies.

1.4 Services Outside of Your Territory. You may not directly solicit including targeted text messaging or social media campaigns, or provide Services to a customer located outside of your Territory without our prior written consent, which consent may be arbitrarily withheld. “Solicitation” includes, but is not limited to, solicitation in person, by telephone, by mail, by email, and by distribution of brochures, business cards, or other materials. If we consent to you making sales outside of your Territory, you must immediately stop doing so if we withdraw our consent at a later time. If we permit you to operate in an unassigned Territory, when we grant a GGF franchise for the unassigned Territory to another party, you must immediately stop soliciting customers in the formerly unassigned Territory, but you may continue servicing existing customers in the Territory with respect to existing sales orders or contracts. You must provide us with all customer information that you acquire relating to the formerly unassigned territory, which we shall in turn provide to the new franchisee. Your Gross Sales from sales outside of your Territory in any calendar year shall not exceed 10% of your total Gross Sales during that calendar year.

2. TERM AND RENEWAL

2.1 Initial Term. This Agreement shall take effect upon its execution by an authorized officer of GGF (the "Effective Date") and, unless terminated under another provision of this Agreement, shall continue in effect for a term of ten (10) years (the "Term"). If this Agreement is signed as part of the renewal of the Franchise, then the Effective Date shall be the first day after the expiration of the Term of the prior franchise agreement, or the date upon which all parties hereto have signed this Agreement, whichever is later. The term of this Agreement (the “Term”) begins on the Effective Date and ends ten years from that date. The Term may end sooner if this Agreement is ended under another section of this Agreement.

2.2 Renewal Term. You may be eligible, to renew the rights established under this Agreement for an additional term of 10 years if you meet the conditions set forth in this Section 2.2. We have the absolute right to refuse to renew or extend the Initial Term if you have, during the Initial Term, received three (3) or more notices of default, whether or not you have subsequently cured such default. If you continue to operate after the end of the Term without exercising an option to renew, you shall be deemed to be operating on a month-to-month basis under the terms and conditions of this Agreement. In such circumstances, and notwithstanding the foregoing, we may on 10 days written notice, terminate this Agreement and your right to operate the Franchised Business. You must do the following to renew the franchise:

(a) give us written notice of your wish to renew at least six months before the expiration of the Term;

(b) deliver to us a completed franchise agreement on our then-current form of franchise agreement. You acknowledge that the current-form may have terms significantly different than those in this Agreement, including, but not limited to, higher rates of Operating Fees (as defined in Section 3.8 (Operating Fee Due Date)) and other fees and charges, but you will not have to pay another initial Franchise Fee (as defined in Section 3.1);

(c) not later than the expiration date of the Term, update your operations and refurbish and upgrade your Office, Warehouse, Equipment, and Vehicles, at your expense, to conform to the Trade Dress and presentation of the Marks to GGF's then-current image and, if necessary, in our sole opinion, to update and replace the furniture and fixtures to meet our then-current specifications;

(d) execute a general release, in a form we prescribe, of any and all claims against us, our affiliates, and our past, present, and future officers, directors, managers, members, shareholders, and employees based upon, arising out of, or in any way relating to your Franchised Business;

(e) complete all training we may require;

(f) pay to us or our affiliates or supplier all monetary obligations owed by you to us or our affiliates or suppliers;

(g) substantially and timely comply with each provision of this Agreement or any other agreement with us or our affiliates throughout the Term and have no uncured Event of Default (as defined in Section 6) or event which with the giving of notice and/or passage of time would be an Event of Default, and have not received three (3) or more notices of an Event of Default during the Term, regardless of whether you cured the Event of Default(s); and

(h) pay us the Renewal Fee (as defined in Section 3.4 (Renewal Fee)).

3. FEES

3.1 Franchise Fee. You must pay us in a lump sum a nonrefundable initial franchise fee of Sixty Thousand Dollars ($60,000) (the "Franchise Fee") when you sign this Agreement. The Franchise Fee is for the rights granted under this Agreement. The Franchise Fee will be considered fully earned at the time paid. We have no obligation to refund the Franchise Fee, in whole or in part, for any reason.

3.2 Royalty Fee.

(a) Amount of Royalty Fee. Starting in the month you begin operating the Franchised Business, You must pay us a monthly royalty fee (the "Royalty Fee"). The Royalty Fee is equal to six and one-half percent (6.5%) of your Gross Sales (as defined in Section 3.2(c)) for the previous month.

(b) Minimum Royalty Payment. Starting in the fourth month after you begin operating the Franchised Business, the required monthly Royalty Fee will be the highest calculated under Section 3.2 for the previous month or the minimum royalty payment (the "Minimum Royalty Payment"), whichever is greater. You are considered to "begin operating" in the month after we give you written permission to begin selling or offering Services. If the total Royalty Fees paid for any month are less than the Minimum Royalty Payment for that month, the difference must be paid to us. You must provide us with monthly Gross Sales reports, due monthly by the 15th day of the following month, and reconcile any amounts paid and what is due within 5 business days of our notification to you to do so.

The Minimum Royalty Payment each month is as follows:

Month*	Amount
4 to 12	$500
13 to 24	$1,000
25 to 36	$1,500
37 to 48	$2,000
49 and beyond	$2,500

* Months are measured from the execution of this Franchise Agreement.

(c) Definition of Gross Sales. "Gross Sales" means all revenue, cash or credit (regardless of collection), from the sale of all services, products and any income related to your business activities under this Agreement, "Gross Sales" does not include any sales taxes or other taxes that you collect from customers and pay directly to the appropriate taxing authority. “Gross Sales” also does not include any rebates or promotional allowances paid to you in connection with your purchase of equipment or supplies, or any documented customer adjustments and refunds.

The Royalty Fee is paid for the ongoing right to use the Marks and the System, and not in exchange for services made by us.

3.3 Marketing Fee. If we elect to institute a Brand Fund, you must pay us a monthly marketing fee (the "Marketing Fee") as stated periodically by us.

3.4 Renewal Fee. If you exercise your right to renew under Section 2.2, you must pay us a renewal fee of one thousand, five hundred dollars ($1,500) (the "Renewal Fee").

3.5 Transfer Fee. If you Transfer (as defined in Section 5.28(a) (Definition of Transfer) your Franchised Business or this Agreement, you must pay us a Transfer Fee as defined in Section 5.28(c)(vi).

3.6 CRM/Web Hosting/Email/SEO/SEM/Content Management/Back-office Software System Fees. We will provide you with access to our CRM software, “Method”, at no initial cost to you. We require you to use, Methods software (the "Monthly Software License Fee"). Monthly software license fees cost between $50 and $75 per user, per month, paid to us. During the Term, we have the right to increase the Internet and Monthly Software License Fee by up to 10% during each calendar year by giving you written notice. If you operate multiple franchise units in adjacent Territories utilizing only one business office, you will not be required to pay any second, third or other additional initial software license fees or Monthly Software License Fees other than on a per user basis. We will set up your Internet mini-site, which will be for all of your franchised units. You will be charged cloud hosting fees of up to $75 per month, subject to annual increases not to exceed 10% each year, payable to a 3rd party vendor. We will charge you email hosting fees, which are currently $6 per month per user. We will supply you with a Website Management Fee at a cost which is currently $95 per month. This is payable to us. The fee is subject to change upon 30 days advance notice from us to you. You will be required to pay an Online SEO/SEM Management Fee of $495 directly to Qiigo or designated 3rd party vendor. This covers basic SEO, monthly post, blogs etc. Additionally, SEM to include Google Adwords, Facebook marketing, retargeting etc. is paid direct to Qiigo or designated 3rd Party vendor. The fee is subject to change upon 30 days advance notice from us to you. You must also pay us a $2,500 Technology Package which covers the initial configuration of your Method Account, Website Set-up, and establishing your local online listings which is paid upon signing the franchise agreement.

3.7 Operating Fee Due Dates. On the fifth day of each month, you must pay to us all Royalty Fees, Marketing Fees, and Monthly Software License Fees (collectively, "Operating Fees") on (with respect to Royalty Fees and Marketing Fees) Gross Sales received during the previous month (the "Payment Date"). All Operating Fees must be paid in full. If we accept any payment from you that is less than the full amount due, we have the right to recover the remaining balance due and to pursue any other remedy against you. For all other fees, the Payment Date will be the date stated in the demand. We reserve the right to change the payment schedule for payment of Operating Fees and Minimum Royalty Payments. The Operating Fees will never be due more than once a week.

3.8 Method of Payment. You must use the payment method or methods that we select for all payments. We currently require electronic funds transfer, so you must choose an account at a commercial bank (the "Account") and give the bank all authorizations needed for us to transfer funds from the Account. You must sign and deliver to us an irrevocable EFT Authorization attached hereto as Exhibit C to enable our financial institution to debit your primary bank account at your bank in order to pay us the Continuing Royalty, Brand Fund Fee, Technology Fee, and all other amounts which you may owe us under this Agreement or any other agreement between you and us or that you may owe to any of our affiliates. All costs and expenses, including any resulting from the dishonor by your bank of any electronic funds transfer, shall be your sole responsibility. This authorization is irrevocable and shall remain in effect until thirty (30) days after the termination or expiration of this Agreement. On each Payment Date, we will transfer the amount of Operating Fees due from you, plus the balance of any Minimum Royalty Payment due from you and give you a confirmation of each transfer. You agree to maintain enough funds in the Account to cover all amounts payable to us. If funds in the Account are not enough to cover the amounts payable at the time we start the funds transfer, the amount of the loss will be considered overdue. And you agree to pay us, on demand, the overdue amount plus interest, any related bank fees, and any related Late Fees as described in Section 3.10 below. These remedies are in addition to any other remedies we may have under this Agreement or the law. If you fail to timely report your Gross Sales, we may estimate the amount of fees due and make a withdrawal from your bank account based on our estimate, plus 10% of our estimate. If we underestimate any fees due, you will be required to pay the total amount of fees due. If we overestimate any fees due, we will credit the fees paid against fees due in the next payment period after we

receive accurate records regarding your Gross Sales. Our right to effect payment by electronic funds transfer does not impair or reduce your duty to make payment when due.

3.9 Interest on Overdue Payments; Late Fee. If any payment or amount owed is not received in full by the date such amount is due, you agree to pay us, upon demand, interest on the amount owed, calculated from the due date, at the rate of 18% per annum (or the maximum rate permitted by law, if less than 18%) on the remaining amount owed periodically. You also agree to pay us a late fee“ ("Late Fee") in the amount of $150 for each overdue payment received after the due date. The Late Fee due will increase by $25 for each reporting period (currently monthly) that a payment remains unpaid. We may increase the Late Fee amount upon 60 days prior written notice, but we will not increase the Late Fee more than once in any 12-month period.

3.10 Taxes and Fees. You are responsible for all taxes, assessments, and government charges imposed on you for any business activities under this Agreement. All payments by you to us under this Agreement will be made without set-off or deduction, except for taxes or fees required be deducting or withholding by taxing authorities. If you fail to deduct or withhold these taxes or fees, unless requested or instructed by us not to, you will indemnify us for the full amount of the taxes or fees and for any loss (including penalties, interest, and expenses) caused by your failure to deduct or withhold taxes or fees. Also as part of the Operating Fees, you will pay any taxes imposed on us or our affiliates by federal, state, or local taxing authorities for our acceptance of any Operating Fees. This does not including any taxes measured on our income.

3.11 Referral Fees. We may require you to pay a referral fee to other franchisees who refer you customers.

3.12 Franchisor’s Right to Impose Fines for Non-Compliance. Recognizing the importance of system-wide uniformity and excellence, and with that goal in mind, Franchisor may establish and impose a fine system which fines Franchisee as specified in the Operations Manual for Franchisee’s failure, after notice and an opportunity to correct any failure or deficiency of Franchisee. Fines may range from $250 to $750 per violation per day, and may be increased for repeated violations by Franchisee.

4. OUR OBLIGATIONS

4.1 Manuals. We will provide you with one hard copy and one electronic copy (or access to an online copy) of our confidential operations manuals (the "Manuals"). We may from time to time provide updates to the Manuals. It is our sole decision to provide these updates by letter, electronic mail, bulletin, videotapes, audio tapes, software or any other communication you agreed to.

4.2 Training.

(a) Initial Training of Your Personnel. We will provide initial training to you or your Operating Principal (if you are an Entity) and to one installation technician employed or used by you (“an "Installer") ("Initial Training"). The Initial Training to you or your Operating Principal will last up to ten days which need not be consecutive. Your Initial Training will cover the use of the System, sales and marketing, the management and operation of your Franchised Business. We will also provide up to five days of Initial Training about installation of Services to you and your Installer. We will provide Initial Training at our offices in Roswell, Georgia and at your location, or at any other location we state, as well as by telephone and Webex or Internet. We will hold Initial Training at a time that we choose, but we will try to accommodate your reasonable requests. We may not provide additional training to you for any additional franchise units you purchase after the first unit. You must pay all travel and meal expenses for you and your personnel which you incur, as well as those for our outside trainer (such as another franchisee) to travel to and stay at your location.

(b) Additional Training. We may decide to conduct additional training for you, your Operating Principal, or your employees, at a time and place of our choosing. We may provide this additional training in person, via shared drives such as Dropbox or other company specific online portals, via teleconference, via the Internet, or by any other means.

4.3 Opening Assistance. We will advise you about initial orders of Equipment and other supplies. We will advise you about the establishment of business relationships with approved suppliers. We will also provide you up to three days of additional assistance with the opening of your Franchised Business.

4.4 Additional Assistance. We will provide you with ongoing technical, managerial, and administrative advice. We will also provide guidance by telephone, email, and other forms of communication that you periodically reasonably request. We may decide to provide you with on-site extended assistance upon your specific request. The extended assistance is for on-site advice or training. You are required to pay for the travel and living expenses of these members if the travel is beyond our routine field visits. You must also pay a consulting fee ("Consulting Fee") of $500 per day for each person that is payable within 15 days of the services. We will have the right to increase the amount of the Consulting Fee once within any 12-month period.

4.5 Inspections. We may periodically inspect the operation of your Franchised Business and advise you of its results. We may provide you with a written action plan that you must carry out after each inspection. If we decide that your Franchised Business operations do not meet the System's standards, we may require you to have additional on-site advice and training from our staff to fix any problems. If this is required then, you must pay us within 15 days of the services. The service charge for each employee includes their travel and living expenses and a $300 consulting fee for each employee for each day or partial day services are provided.

4.6 Equipment, Supplies, and Services. You can purchase from us or our designee Equipment and Vehicles that meet our specifications. We and our affiliates can profit from the direct sale of Equipment, Vehicles, supplies, and services sold to you. We may negotiate purchasing deals where suppliers agree to make Equipment, Vehicles, supplies, and services available to GGF Businesses. If we or our affiliates receive any rebates, commissions, or other payments from your purchases from a third party supplier we may decide to keep these funds, invest the amounts into research and development, or to contribute to the Brand Fund (as herein defined), or to pay you your pro rata share.

4.7 Review of Proposed Equipment, Supplies, or Suppliers. We will review your requests for approval of supplies, Equipment, Vehicles, Services, or suppliers within 60 days of receiving all of the requested information. If you do not receive our approval within 60 days, our failure to respond will be considered a rejection of the request. See Section 5.6 for details.

4.8 Marketing Programs.

(a) Use of Brand Fund Fees. Should we decide to initiate a Brand Fund Fee, we will contribute your Brand Fund Fees to the GGF Brand Fund (the "Fund"). The Fund is an independent fund that we manage for the benefit of all GGF Businesses. Any Brand Fund Fee shall not exceed 2% of your Gross Sales.

(b) Use of Brand Fund. The Fund is administered by us. We may use Brand Fund Fees and any other amounts contained in the Fund for any purpose that promotes the Licensed Marks or any other names we choose to use, including the creation, production and placement of commercial advertising; to pay for agency costs and commissions; to pay the costs to create and produce video, audio and written advertisements; to pay for direct mail and other media advertising, including internet advertising, internet search engine campaigns, direct email marketing, and the cost to maintain and update our websites, web pages, social media and social networking sites, profiles and accounts; for the costs to create and maintain any applications, whether web-based or otherwise, and for the costs of search engine optimization; in-house staff assistance and related administrative costs; local and regional promotions; public relations campaigns including the cost of retaining public relations firms; market research; and other advertising and marketing activities. We may also use money in the Fund to pay for coaching and training for our franchisees in marketing, advertising, recruiting and sales. We will decide whether to use advertising agencies and which ones or whether to create advertising materials in-house.

We solely determine how monies in the Fund are spent. We may collaborate with the advertising and marketing funds of certain franchise systems affiliated with us. There can be no assurance that the Brand Fund's participation in these collaborations and joint efforts will benefit you or other GGF franchisees proportionately or equivalently to the benefits received by you or the other franchised businesses or the other franchised systems affiliated with us that also participate. We are not obligated to make proportionate expenditures of your contributions per market area or otherwise. We do not guarantee that advertising expenditures from the Fund will benefit you or any other

franchisee directly, on a pro rata basis, or at all. We may, but have no obligation to, loan amounts to the Fund and can determine the repayment obligation of the Fund, including interest rate of the loan and repayment terms, as we see fit. If any taxes become due based upon the activities of the Fund, these taxes may be paid out of the funds in the Fund. We reserve the right to terminate the Fund after all monies have been spent.

(c) Fund Management. In no event will we be deemed a fiduciary to any Brand Fund Fees we receive or administer. If any monies in the Fund remain at the end of a fiscal year, they will carry over in the Fund into the next fiscal year.

(d) Company-Owned Contributions. If we or our affiliates operate any GGF Businesses, we will contribute to the Fund on the same basis as franchisees. If we reduce the Fund contribution rate for franchisees, we will reduce the contribution rate for company or affiliate-owned businesses by the same amount.

(e) Our Marketing Materials. We may periodically formulate, develop, produce, and conduct, at our sole discretion, advertising, or promotional programs in such form and media as we determine to be most effective. We may make marketing materials available for you to purchase..

(f) Approval of Advertising Programs. We shall review and approve or disapprove any advertising or promotional programs or materials that you develop, including your initial launch advertising.

4.9 Meetings and Conferences. We may decide to organize meetings of our franchisees that are mandatory. We will designate the time and place of any meetings, that may be held in-person or remotely via teleconference or web seminar. We will be responsible for all costs related to arranging meetings and providing meeting materials, but you are responsible for travel, living, and other expenses that you, your Operating Principal, and/or your representatives incur. We may impose a reasonable meeting fee to cover food, meeting rooms and the like.

4.10 Website. We will maintain and manage a website for the GGF concept. You may not have a website of your own, although we may provide you a local “landing page” or similar pages for your franchised location.

4.11 Leads. We will refer to you any reservations or prospective customers that we receive through the website, telephone calls, or other methods of communication that determine the potential customer is in your Territory. If you do not respond to the referral of a potential customer by the end of the next business day we may (i) contact or service the potential customer in your Territory or (ii) arrange for another franchisee to service the potential customer in your Territory. If we purchase leads at your request, there may be a charge to you (at our actual cost). If a customer prefers that you perform an installation in a Territory other than yours, you must pay the franchisee in the Territory where the installation is performed. The commission is an amount or according to a formula determined by us in our sole discretion, as described periodically in the Operations Manual.

4.12 Intranet. We may establish in our proprietary software or as we may otherwise provide an intranet site for you. The intranet will have such features as we may periodically determine to include.

4.13 Assignment by Us. We may assign this Agreement and all of our rights, duties and obligations to any person, group, or Entity that we choose, so long as the assignee is reasonably capable, economically and otherwise, in our sole judgment, of meeting our obligations hereunder. Upon an assignment, we will be released from all of our duties and obligations. You will look only to our assignee for the performance of these duties and obligations. For purposes of this Section 4.13, the term "assignment" will include, but is not limited to, (i) a merger or consolidation by us or any of our affiliates into or with any other person or Entity, (ii) the merger of consolidation of any person or Entity into us or any of our affiliates, (iii) a sale of substantially all or any of our or our affiliates' assets, or (iv) any other transaction that results in a change in control of our Entity.

5. YOUR OBLIGATIONS AND OPERATING STANDARDS

You covenant and agree as follows:

5.1 Development of Your Area of Primary Responsibility.

(a) Development. You will use your best efforts to actively promote and extend the GGF concept in the Territory. You must hire and train a number of sales persons. In our reasonable opinion, these sales people must be sufficient for you to properly penetrate the Territory.

(b) Opening Deadline. You may not begin performing Services until you have received our written approval. Our approval will not be unreasonably withheld. You must begin performing Services within 120 days after the Effective Date (the "Opening Deadline").

5.2 Products and Services You Must Offer. You may offer only the Services that we have approved in writing. We may change the authorized Services, and we may label specific Services as optional or mandatory. You must offer for sale all Services that we label as mandatory. If we authorize another franchisee to sell a specific type of Service, we are not required to authorize you to sell the same Services.

5.3 Vehicles. You may either purchase or lease Vehicles necessary to operate your Franchised Business. While we do not currently do so, we may require your Vehicles to be of a certain make, model, or color. We may also require your Vehicles to be new at the time of purchase or lease. We currently require a wrap on your Vehicles, you must purchase the wrap for the Vehicles from us or an authorized vendor. The wrap must be placed on the Vehicles in agreement with our specifications. The interior of all Vehicles will be outfitted in accordance with our standards and specifications.

5.4 Vehicle Maintenance and Upgrades. You are responsible for maintaining and repairing the Vehicles at your own expense in accordance with the requirements stated in the Manuals and any manufacturer's warranties. You must regularly service your Vehicles and must keep each Vehicle in the highest degree of cleanliness, orderliness, sanitation, and repair in accordance with the Manuals. You may not make any material alteration, addition, replacement, or improvement to your Vehicles. This includes alterations to fixtures, furnishings, signs, and equipment, without our prior written consent. If we require you to upgrade, add to, or stop using any Vehicle, then we must give you a written notice of any additional or replacement Vehicles that you must purchase. If a Vehicle is more than five years old, we may require you to replace it.

5.5 Supplies, Equipment, and Services. We may require that supplies, Equipment, and services purchased for your Franchised Business: (i) meet certain specifications; (ii) be a specific brand, kind, or model; (iii) be purchased only from suppliers or service providers that we have expressly approved; and/or (iv) be purchased from a single source that we choose (which may include us or our affiliates or a buying cooperative organized by us or our affiliates). We will publish all of our requirements in the Manuals. We may change the authorized supplies, Equipment, and services. We may also select specific supplies, Equipment, and services as optional or mandatory. You must use all items that we select as mandatory. You must comply with any terms, conditions, or other restrictions imposed by suppliers or service providers concerning your purchase. This includes, without limitation, terms of payment except to the extent that a charge by a supplier is being contested in good faith. You must maintain enough inventory of supplies and Equipment to meet our standards stated in the Manuals. If we revoke approval of a previously-approved item or service, you may continue to use the item or service for up to 60 days after our disapproval. You must then dispose of the formerly approved supplies or Equipment as we direct. We have the right to shorten this period if, in our opinion, the continued use of the item or service would prove detrimental to the System or our reputation.

5.6 Approval Process. If you would like to (i) offer Services, (ii) use any supplies, Equipment, or services, or (iii) purchase from a supplier or service provider that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed supplier's facilities and test samples of the proposed items and to evaluate the proposed service provider and the proposed service offerings. You agree to pay us a charge not to exceed the reasonable cost of the inspection and our actual cost of testing the proposed item or evaluating the proposed service or service provider, including personnel and travel costs, whether or not the item, service, supplier, or service provider is approved. We have the right to grant, deny, or revoke approval of items, services, suppliers, or service providers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 60 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. We reserve the right to reinspect the facilities and products of any approved supplier and to reevaluate the services provided by any service provider and to revoke approval of the product, service, supplier, or service provider if any fails to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to stop

purchasing the formerly-approved item or service or any products or services from the formerly-approved supplier or service provider and you must dispose of your remaining inventory of the formerly-approved items and services as we direct.

5.7 Business Office and Storage Facility. Your Business Office and Warehouse must be located in your Territory unless you own and operate multiple units in adjacent Territories, in which case you may choose to operate from one office and warehouse located in one of your Territories. You must provide us with written notice if you wish to change the address of your Business Office or Warehouse. You may manage the Franchised Business from your home if it is appropriately zoned for you to do so. Before entering into a lease, you must submit to us the proposed site lease and any information about the site that we request for our approval. We have the right to require your lease to include any provisions we reasonably require in the Manuals or otherwise in writing. If we grant written approval of your lease, you must deliver to us the completely executed lease within 10 days of its execution. You must comply with the terms and conditions of your lease. We are not obligated to execute your lease or guarantee a lease for you. Your Business Office and Warehouse must be fitted out and constructed in accordance with plans approved by us. We will not supply such plans, but will review them after they are submitted to us for approval, and will inform you of any changes we believe appropriate. We reserve the right to require you to update your Business Office and Warehouse periodically to meet our current standards, but not more than once every three years. Equipment upgrades must be made periodically as required by us.

5.8 Training.

(a) Initial Training. Prior to opening your Franchised Business, you, your Operating Principal (if you are an Entity), and any other employees that we name must attend and satisfactorily complete the initial training programs described in Section 4.2 (Initial Training of Your Personnel). If your Operating Principal is unable to satisfactorily complete our initial training programs, as determined in our sole discretion, we may terminate this Franchise Agreement and keep one-half of the Franchise Fee. Each following Operating Principal must attend our Initial Training for a reasonable fee unless we otherwise agree in writing. We will not charge a fee for up to two attendees at the Initial Training; additional attendees will be charged our then-current fee. We reserve the right to charge a reasonable fee for training persons who are repeating the course or replacing a person who did not pass and for later Operating Principals, Installers or other employees who attend the course. You are responsible for any travel expenses, living expenses, wages, and other expenses incurred by your trainees.

(b) Additional Training. In addition to Initial Training, you, your Operating Principal (if you are an Entity), and any other employees that we designate must attend and satisfactorily complete any other training programs as we may require periodically after you begin operations. We will charge you or your employees $500/day plus expenses to attend additional training programs, unless we require their attendance at the training programs, in which case there will be no attendance fee. If you or your employees travel to receive additional training, you shall be responsible for your and your employee’s costs of any travel or living expenses involved in such further training and the salaries of any employees.

5.9 Customers and Trading.

(a) Customers You May Serve. Except as provided in Section 1.4 (Services Outside of Your Territory), you may only sell and provide Services directly to customers located in your Territory. You may not sell or provide Services at wholesale or through other networks of distribution or outside of your Territory. You must refer any inquiries to us that you receive from prospective customers that are located outside of your Territory or prospective franchisees that are interested in establishing franchises outside of your Territory.

(b) Customer Data. You agree that all data collected by you from customers and potential customers in connection with your Franchised Business ("Customer Data") is considered to be owned by GGF. You also agree to give us the Customer Data any time we request it. You have the right to use Customer Data while this Agreement or a replacement franchise agreement is in effect, but only in line with the policies that we establish and applicable law. You may not sell, transfer, or use Customer Data for any purpose other than marketing Services and your Franchised Business.

5.10 Intentionally Deleted.

5.11 Marketing.

(a) Approval Requirement. You must conduct all advertising in a dignified manner and follow the standards and requirements we specify in the Manuals. You must get written approval prior to using or producing any sales promotion materials, or advertising using any Marks that have not been prepared by or previously approved by us. We have the right to require you to get our approval in writing prior to placing ads in periodicals, websites, and other publications. If any of your advertising in your Territory will or may reach a significant number of people outside of your Territory, you must notify us in advance and get our consent. We may establish rules and policies periodically regarding advertising. We will have the final decision on all creative development of advertising and promotional messages. If our written approval is not received within 10 business days of receiving the material, then the material is considered disapproved. If you again notify us in writing and we fail to approve or disapprove the request in writing within 5 business days after the second request is received by us, then the approval is considered granted. We reserve the right to require you to stop using any advertising or marketing materials.

(b) Advertising Cooperatives. You agree to join and actively participate in any organizations or associations of franchisees or advertising cooperatives that we establish or that are established at our direction for the purpose of promoting, coordinating, and purchasing advertising in local, regional, or national areas where there are multiple GGF Businesses and to abide by the bylaws, rules, and regulations duly required by us and as supplemented by the organization to the extent such supplements are not inconsistent with our requirements.

(c) Initial Launch Advertising. You must spend a minimum of $4,500 to $9,000 for initial launch advertising and promotion in the two weeks before opening the Franchised Business and during the three months after it opens in line with a plan that we approve. We will give you an initial launch advertising plan template, which you may change or modify. We have the right to approve or disapprove your changes, in our sole discretion. No amount paid by you for your initial launch will be recognized as any of your other advertising duties. You must give us documents that prove these expenses on request. We may require you to pay us rather than third parties to put into action your initial launch advertising program.

(d) Websites. You are not authorized to have a website for your GGF Business, to register any domain names relating to GGF, to have a webpage related to your GGF Business, other than the mini-site/landing page which we provide for you, on any third party website or to maintain a blog or social media site for your GGF Business. You must, on our request provide promotional materials or information relating to your GGF Business to include on our website. Any use of our trademarks by you in advertising or social media of any type or form requires our prior written approval.

(e) Mystery Shopper Program. You must participate in any mystery shopper programs we develop and put into action periodically. You must use a mystery shopper vendor named by us, or if allowed, recommended by you and approved by us. The costs and expenses of any mystery shopper visits and related reports will be paid by you.

(f) Internet Advertising. Any internet advertising or marketing campaigns for your Franchised Business will be managed by us on your behalf. You will pay us the estimated costs of any advertising or marketing in advance and square up any actual costs we incur upon being invoiced by us. This may include Google adwords or similar campaigns. We will only charge you for the actual cost of such campaigns charged to us by any vendors or service providers.

(g) Local Advertising. You must spend a minimum of the greater of $5,000 or 7.5% of the previous calendar year's annualized Gross Sales (divided by 4) each quarter on advertising and marketing.

5.12 Conferences. You, your Operating Principal, and any of your representatives that we name must attend franchisee conventions, meetings, and teleconferences that we require in the Manuals or in writing. We will be responsible for all costs related to arranging meetings and providing meeting materials, but you are responsible for arranging and paying for transportation, accommodations, meals, and other expenses incurred. We may charge a fee to attend any conventions, meetings or conferences.

5.13 Franchisee Advisory Council. We may create an advisory council of franchisee ("Franchisee Advisory Council") using a process stated in the Manuals to advise us on various issues and strategies. The Franchisee Advisory Council will have an advisory role, but no operational or decision-making power. We may change the structure and process of the Franchisee Advisory Council or end the Franchisee Advisory Council at any time. If we establish a Franchisee Advisory Council, you must participate in all council-related activities and meetings and pay any dues related to the Franchisee Advisory Council.

5.14 Computer System and Communications Links. You must obtain, install, and use, at your expense, the hardware, software, on-line services, and communications links that we state periodically. You must maintain a Google My Business Listing. You must maintain a dedicated phone line tied to the Google My Business Listing. You agree to: (i) maintain on the computer system only the financial and operating data specified in the Manuals; (ii) use the computer system in line with our policies and operational procedures; (iii) transfer data to us in the form and at the times required by the Manuals; (iv) give us unrestricted access to your computer system at all times (including users IDs and passwords, if necessary) to download and transfer data via modem or other connection as we determine; (v) maintain the computer system in good working order at your own expense; (vi) replace or upgrade the computer system, software, and communications links as we require (but not more than once a year); and (vii) ensure that your employees are sufficiently trained in the use of the computer system and our related policies and procedures. You acknowledge that computer designs and functions change periodically and that we may make large changes to the computer specifications or require the installation of an entirely different system. If we require you to use any brand-named software or to purchase any software from a named vendor, you must execute and pay any fees associated with any software license agreements or any related software maintenance agreements that we or the licensor of the software require.

5.15 Manuals.

(a) Compliance with the Manuals. You must comply with each rule, procedure, standard, specification, and requirement stated in the Manuals. They may be amended, modified, or supplemented periodically and written or electronically communicated. You acknowledge that we may amend, modify, or supplement the Manuals at any time, so long as the changes in our good faith opinion benefit us and our existing and future franchisees or will otherwise improve the System. You must promptly obey the revised standards and procedures. The Manuals will be provided in hard copy or in electronic form, as we decide in our sole discretion.

(b) Use of the Manuals. You agree to keep your copy of the Manuals up-to-date. If there is any dispute as to the current contents of the Manuals, our master copy kept at our headquarters will control. You acknowledge that we own the copyright in the Manuals and that your copy remains our property and will be returned to us immediately on ending or termination of this Agreement. You will treat the Manuals, and the information contained in them, as confidential and you will maintain the confidentiality of this information. You will not, without our prior written consent, copy, duplicate, record, use, or otherwise reproduce in any way the Manuals or make their contents available to any unauthorized person, except as provided in Section 5.19 (Proprietary Information).

5.16 Insurance. You must maintain at your expense in full force and effect throughout the Term the types of insurance and the minimum policy limits stated in the Manuals. The insurance policy or policies must protect you, us, and our affiliates, and our affiliates' respective, past, present, and future officers, directors, owners, managers, employees, consultants, attorneys, and agents against any loss, liability, personal injury, death, property damage, or expense of any kind arising out of, or in connection with, the condition, operation, use, or occupancy of your Franchised business. We and our affiliates must be named as additional insureds under each policy, except for policies required by statute in your jurisdiction. This includes, but is not limited to, workers' compensation and employer’s liability insurance policies. We may require additional types of coverage or increase the required minimum amount of coverage on reasonable notice. Your obligation to obtain coverage is not limited in any way by insurance that we maintain. On our request, or as stated in the Manuals, you must provide us with certificates of insurance proving the required coverage. Your insurer(s) must commit not to cancel or amend the policy or policies without at least 30 days' prior written notice to us. If you fail to obtain and maintain insurance coverage as required by this Agreement, we have the right, but not the obligation, to obtain the required insurance on your behalf and to charge you for the cost of the insurance plus a reasonable fee for our services in obtaining the insurance.

5.17 Intellectual Property.

(a) Marks and Trade Dress.

(i) Acknowledgements. You acknowledge that Granite Garage Floors Licensing, LLC, our affiliate, is the owner of the Marks and the Trade Dress. You have no interest in the Marks and the Trade Dress other than the nonexclusive License granted here, and that between you and us, we have the exclusive right and interest in and to the Marks and the Trade Dress and the goodwill associated with and symbolized by them. On the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with your activities as a franchisee under this Agreement or otherwise.

(ii) Rights. Your right to use the Marks and the Trade Dress applies only to your Franchised Business as clearly stated in this Agreement. You may only use in your Franchised Business the Marks and the Trade Dress that we name, and only in compliance with written rules that we or Licensor prescribe periodically. You will not use any of the Marks as part of any Entity name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed to you hereunder), or use any of the Marks or the Trade Dress in connection with the sale of any unauthorized product or service or in any manner not explicitly authorized in writing by us. You must post in a prominent place in your Franchised Business and on each of your Vehicles readily visible to the public a notice indicating that you are a franchised operator under the System and that you are using the Marks and the Trade Dress under license. No materials on which any of the Marks or the Trade Dress appears shall be used by you without our prior written approval, which may be revoked at any time upon reasonable notice to you. You may not use Granite Garage Floors, any of our other marks, or any similar name as a domain name or on any website on the Internet or any other electronic communication network unless we expressly authorize that use in writing.

(b) Copyrights. You acknowledge that, any and all present or future copyrights relating to the System or the GGF concept, including, but not limited to, the Manuals and the Marketing Materials (collectively, the "Copyrights"), belong solely and exclusively to us and our affiliates. You have no interest in the Copyrights other than the nonexclusive License granted in this Agreement.

(c) No Contesting Our Rights. During the Term of this Agreement and after its expiration or termination, you agree not to directly or indirectly challenge GFCC's or our ownership, title, right, or interest in or to, or our license to use, or the validity of the Marks, the Trade Dress, or the Copyrights, or any trade secrets, methods or procedures that are part of the System (collectively, the "Intellectual Property"), or challenge GFCC's or our sole right to register, use, or license others to use the Intellectual Property.

(d) Changes to the Intellectual Property. We have the right on a reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt new Intellectual Property for use with the System without any liability to you. You agree to implement any such change at your own expense within the time we reasonably specify.

(e) Third-Party Challenges. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also agree to inform us promptly of any challenge by any person or Entity to the legitimacy of our ownership of or our right to use or license others to use any of the Intellectual Property. We or GFCC have the right, but no obligation, to initiate, direct, and control any litigation or administrative proceeding relating to the Intellectual Property, including, but not limited to, any settlement. We or GFCC will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our affiliates in connection with any action. You agree to execute all documents and render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Intellectual Property. We will defend you against any third-party claim, suit, or demand arising out of your use of the Mark. If we, in our sole discretion determine that you have used the Mark in accordance with the Franchise Agreement, the cost of such defense and the cost of any judgment or settlement, will be borne by us. If we, in our sole discretion, determine that you have not used the Mark in accordance with the Franchise Agreement, those costs will be borne by you. In the event of any litigation relating to your use of the Mark, you will do such acts as may, in our opinion, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action. Except

to the extent that such litigation is the result of your use of the Mark in a manner inconsistent with the terms of the Franchise Agreement or the Manuals, we agree to reimburse you for your out-of-pocket costs in doing such acts.

(f) Post-Termination or Expiration. On the expiration or termination of this Agreement for any reason, all of your rights to use the Intellectual Property will automatically return to us without cost and without the execution or delivery of any document. On our request, you must execute all documents that we require to confirm such return.

5.18 Improvements. You may not introduce any improvement or modification of or to the System, the Services, or the Equipment without our prior written consent. You will notify us promptly of any improvement in or modification of or to the System, the Services, or the Equipment which may be beneficial to us or other franchisees. Any and all improvements to the System, the Services, or the Equipment that you develop (whether or not consented to) will automatically become our property without any compensation to you. If such improvements may be protected by a trademark, copyright, patent, trade secret, or otherwise, then you must execute documents that we may require to prove ownership of such improvements by, and to transfer ownership thereof to us.

5.19 Proprietary Information.

(a) Receipt of Proprietary Information. You acknowledge that before or during this Agreement, we may reveal to you, orally or in writing, certain trade secrets, know-how, and other confidential information (collectively“, "Proprietary Information") relating to the System, our business, or the construction, management, operation, or promotion of the Franchised Business“. "Proprietary Information" does not include (i) information that is public or becomes public not through you, (ii) information revealed to you by a third party who has valid and unrestricted control of the information, (iii) information that you can prove by clear and convincing evidence was in your genuine and unrestricted possession when the parties began discussing the sale of a GGF Business to you, or (iv) information that is not protectable as a trade secret five years after the termination or expiration of this Agreement.

(b) Nondisclosure of Proprietary Information. You may not use or disclose or permit any person to use or disclose any Proprietary Information (including without limitation to any portion of the Manuals) to any other person. You may only disclose the amount of information necessary for your advisors and employees to perform their jobs in the operation of the Franchised Business. You will be liable to us for any unauthorized use or disclosure of Proprietary Information by any of your employees or any other you disclosed Propriety Information too. You must take reasonable measures to protect the Proprietary Information from unauthorized use or disclosure and use any systems, procedures, or training programs that we require. You must require anyone who may have access to the Proprietary Information to execute non-disclosure agreements in a form acceptable to us that identifies us as a third-party beneficiary of the agreements with the right to enforce them.

5.20 Taxes. You must pay on time all taxes, assessments, and governmental charges on or against you or your real or personal properties, income, and revenues. However, no such tax, assessment, or governmental charge needs to be paid if the validity, applicability, or amount is being contested in good faith by the correct proceedings. The correct funds must be maintained to pay the disputed amount, if necessary.

5.21 Bookkeeping and Records. You must keep complete and accurate books, records, and accounts of all business conducted under this Agreement in line with generally accepted accounting principles. You must preserve all of your books and records in hard copy or in a format where hard copies can be easily made for at least five years from the date preserved or longer if required by law. You must maintain such information and records on your computer system. We may require in the Manuals and you acknowledge and agree that we will have access to that data remotely via a network connection that we will specify. You must use QuickBooks in the Cloud through our private virtual network Right Networks which integrates into our CRM system called Method.

5.22 Reports and Financial Statements. You must submit financial and operational reports and records and your tax returns to us at the times and in the method stated in the Manuals. You must submit an unaudited statement of sales for each calendar month to us, within ten days of the end of the calendar month. Within 90 days after the end of each fiscal year, you must have your accountant submit to us your balance sheet and income statement for the fiscal year. You or your Operating Principal must certify that the fiscal year end income statement and balance sheet are correct and complete, and that they have been prepared in line with generally accepted accounting principles. We have

the right to demand audited financial statements if an Event of Default has occurred within the last fiscal year. You must provide us with your tax returns within 14 days after you have filed your taxes.

5.23 Additional Information. You must respond promptly to requests from us for clarification and/or additional information about any matter entrusted to you under this Agreement. We may periodically require information about your financial condition, earnings, sales, profits, costs, expenses, and performance to provide information to prospective franchisees about actual or potential sales or to comply with applicable laws and regulations. You must provide such information promptly on our request, and you must certify that such information is true and complete in all material respects.

5.24 Auditing. Without restricting the above sections, we may give five days' written notice and then audit or cause to be audited any statement you are required to submit under Sections 5.21 (Bookkeeping and Records) or 5.22 (Reports and Financial Statements). We may review or cause a review, of all records maintained by any bank or other financial institution used by you for the Franchised Business. If any audit or review reveals an understatement of fees due for any period, you must pay to us, (i) all additional Operating Fees or other amounts required based on the audit or review and (ii) if the understatement is more than 2% of Gross Sales, the cost of the audit or review, including without limitation the charges of any independent accountant and the cost of travel, meals, lodging, and compensation of the accountant and employees or other agents of us and any other direct costs we incur internally as a part of the audit. This must be paid within 15 days after a demand for payment is made. You must on demand pay to us any late fees at the interest rate of 18 percent per annum or at the maximum rate allowed by law, whichever is less, calculated from the date the fees should have been paid to the date of actual payment.

5.25 Inspection. Using our employees and any agents during business hours and without prior notice to you, we have the right to: (i) inspect the Franchised Business, including the Vehicles, the Business Office and the Warehouse for compliance with the Manuals, (ii) to videotape, photograph or record the operation of your Franchised Business, (iii) to interview your employees, landlords (if any), and customers, (iv) to examine the records, invoices, payroll records, check stubs, sales tax records and returns, and other supporting records and documents of your Franchised Business, and (v) to examine your income tax records and any other information, records or properties relating to the ownership, management, or operation of your Franchised Business. Our right to inspect your business records includes records maintained electronically or off-site. You must cooperate with inspections by giving our representatives unrestricted access and assistance as reasonably requested. If we notify you of any deficiencies after the inspection, you must promptly take steps to correct them. If you fail to correct any deficiencies within a reasonable time, we have the right, but not an obligation to correct them and charge you a reasonable fee, due immediately. Inspections will be made at our expense, unless they are required by your repeated failure to meet the terms of this Agreement. In this case we may charge you the costs of making the inspection. These costs include compensation for our representatives and their travel, living, and expense costs.

5.26 Indemnification. You agree to hold harmless, defend, and indemnify us and our affiliates. This includes our and their past, present, and future officers, directors, shareholders, managers, members, agents, attorneys, consultants, management companies, and employees against any claims, demands, fines, losses, costs, expenses (including, but not limited to, reasonable attorneys' fees, costs of investigation, settlement costs, and interest), liabilities, and damages (collectively "Damages") resulting directly or indirectly from your activities under this Agreement or your activities relating to your Franchised Business. We have some rights concerning any threatened or actual litigation, proceeding, or dispute that could directly or indirectly affect us or any of the other indemnitees. Under this Section 5.26, we will have the right, but not the obligation, to: (i) choose counsel; (ii) direct and control the handling of the matter; and (iii) settle any claim against the indemnitees. This Section 5.26 will survive the expiration or termination of this Agreement and applies to Damages even if they exceed the limits of your insurance coverage.

5.27 Your Covenant Not to Compete.

(a) During Term. You acknowledge that you will receive valuable and specialized training. You will also receive confidential information regarding the manufacturing, operational, sales, promotional, and marketing methods of the GGF concept. During this Agreement, unless you are given prior written consent, you and your Owners will not directly or indirectly by themselves, or on behalf of, or with any other person:

(i) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that offers products or services relating to the sale, installation or servicing of epoxy or other garage floor coatings at any location in the United States by any means, including, without limitation, sales via the Internet or catalog" ("Competitive Business");

(ii) divert or attempt to divert any business, customer, or franchisee or potential business, customer, or franchisee of any GGF Business to any Competitive Business, by direct or indirect inducement or otherwise;

(iii) perform, directly or indirectly, any other act harmful to the goodwill associated with the Marks and the System; or

(b) After Termination, Expiration, or Transfer. For two years after the expiration, termination, or transfer of this agreement, you and your Owners may not without our prior written consent, (i) directly or indirectly own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) located within a 50 mile radius of your Territory, (ii) solicit any business, customer or potential customer of GGF or any franchisee of GGF with whom you had material contact during the two (2) year period prior to expiration or termination of this Agreement, or The time period in this Section 5.27(b) will run from the expiration, termination, or Transfer of this Agreement or from the termination of the Owner's relationship with you, whichever occurs first.

(c) Publicly Traded Corporations. Ownership of less than five percent of the outstanding voting stock of a publicly traded corporation will not violate this Section 5.27.

(d) Covenants of Owners and Employees. The Owners personally bind themselves to this Section 5.27 by signing the form of Guarantee, attached hereto as Exhibit E, and a Nondisclosure and Non-compete Agreement in a form required by us. You must also get your officers, directors, and managers to execute agreements that contain noncompete covenants similar to those in Section 5.27 and in the Manuals. The agreements must be in a form acceptable to us and specifically identify us as having the independent right to enforce them.

(e) Enforcement of Covenants. You acknowledge and agree that (i) the time, territory and scope of the covenants provided in this Section 5.27 are reasonable and necessary for the protection of our legitimate business interests; (ii) you have received necessary consideration in exchange for those covenants; (iii) enforcement of the same would not force excessive hardship; and (iv) the period of protection provided by these covenants will not be reduced by any time during which you are in violation of those covenants or any period of time required for enforcement of those covenants. If this Section 5.27 is legally determined unenforceable because of its scope, area or length of time, it may be made enforceable by that reducing the unenforceable factor. The other factors will be enforced to the fullest extent acceptable. You agree that any claim you may have against us will not create a defense to our enforcement of the covenants in this Section 5.27. You acknowledge that any breach or threatened breach of this Section 5.27 will cause us irreparable injury and no remedy at law is available. You consent to an injunction prohibiting any conduct violating the terms of this Section 5.27. The injunctive relief will be in addition to any other remedies that we may have.

5.28 Transfer and Assignment.

(a) Definition of Transfer. For purposes of this Agreement", "Transfer" as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement, the License, the Franchised Business, substantially all the assets of the Franchised Business, or in the ownership of the franchisee (if you are an Entity, "Transfer" as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance.

(b) No Transfer Without Our Consent. This Agreement and the License are private to you. We have granted the License in reliance on your (and, if you are an Entity, your Owners') business skills, financial capacity, and personal character. So, neither you or any owner and successors of your interest in this Agreement or License may make any Transfer or permit any Transfer to occur without getting our prior written consent. If you or any of your Owners want to make a Transfer, you must promptly provide us with written notice. Any alleged Transfer, without our prior written

consent, will be null and void and will create an Event of Default (as defined in Section 6.1). If this occurs, we may terminate this Agreement without an opportunity to cure the default. We have sole and absolute discretion to withhold our consent, except as provided in Sections 5.28(c) through 5.28(g). We have the right to communicate with you, your counsel, and the proposed transferee on any part of a proposed Transfer. You agree to provide any information and documentation about the proposed Transfer that we reasonably require. No Transfer that requires our consent may be completed until at least 60 days after we receive written notice of the proposed Transfer. Our consent to a Transfer does not abandon any claims that we have against the transferor. Our consent does not waive our right to demand strict compliance with the Agreement.

(c) Transfer Of Entire Business. For a proposed Transfer of your Franchised Business or this Agreement (or, if you are an Entity, a Transfer of ownership interests that would result in a change of control), the following conditions apply (unless waived by us):

(i) You must satisfy all of your accumulated monetary obligations to us.

(ii) You must be in compliance with all obligations to us under this Agreement, and any other agreement that you have with us and our affiliates by the date of the request for our approval of the Transfer. If you are not in compliance by this date, then you must make arrangements acceptable to us to be in compliance by the date of the Transfer.

(iii) You and your Owners must execute a general release, in a form that we select. This form will relieve us, our affiliates, and our affiliates' past, present, and future officers, directors, managers, members, equity holders, agents, and employees, from all claims, including without limitation claims arising under federal, state, and local laws, rules, and regulations.

(iv) You and your Owners must agree to remain liable for all of the obligations to us in connection with the Franchised Business that occur before the effective date of the Transfer. You must execute any and all documents that we reasonably request to prove such liability.

(v) You and all your Owners agree in writing to be bound by the provisions of Sections 5.17 (Intellectual Property), 5.19 (Proprietary Information), 5.26 (Indemnification), and 5.27(b) (Your Covenant Not to Compete). You and all your Owners must act as if this Agreement has expired or been terminated on the effective date of the Transfer.

(vi) You must pay us a transfer fee of five thousand dollars ($5,000) (the "Transfer Fee").

(vii) Your proposed transferee (or, if the transferee is not an individual, then each owner of any valuable interest) must show that he or she meets our qualifications to become a GGF franchisee. If the transferee is already a GGF franchisee, he or she must not be in default under any agreements with us and must have a good record of customer service and compliance. In addition, your proposed transferee’s proposed Operating Principal must be reasonably satisfactory to us.

(viii) Your proposed transferee (and, if the transferee is not an individual, then the owners of a valuable interest in the transferee) must enter into a written assignment, in a form acceptable to us. The transferee must assume and agree to release and guarantee all of your obligations.

(ix) Your proposed transferee (and, if the transferee is not an individual, then the owners of a valuable interest in the transferee) must execute our then-current form of franchise agreement., and any other agreements that we may require. These agreements will supersede this Agreement in all respects. The terms of the new franchise agreement may differ significantly from the terms of this Agreement. The prospective transferee will not be required to pay any initial Franchise Fee.

(x) Your proposed transferee and their representatives must successfully complete our then-current training requirements at their expense.

(xi) The sale must include all material assets used with your Franchised Business and your proposed transferee must upgrade the Vehicles, the Business Office and the Warehouse. This upgrade must be done at their own expense and it must follow our then-current standards and specifications for new Franchised Businesses.

(xii) Your proposed transferee must covenant that it will continue to operate under the Marks and using the System.

(xiii) If the proposed transferee is an Entity, then its owner or owners of a valuable interest in the transferee must execute our then-current form of personal guarantee.

(d) Transfer Of Partial Ownership Interest. You must give us an advance notice and submit a copy of all proposed contracts and other information for any proposal to admit a new Owner, remove an existing Owner, or change the distribution of ownership shown, or for any other transaction that transfers any interest in the business. We have the right to require a reimbursement for any out-of-pocket expenses that we incurred in reviewing the proposed Transfer. We have a reasonable time (not less than 30 days) after we have received all requested information to evaluate the proposed Transfer. You must satisfy the conditions in Sections 5.28(c) (ii), (iii), (v) and (xiii). We may withhold our consent on any reasonable grounds or give our consent subject to any reasonable conditions. You acknowledge that any new Owner must submit a personal application and execute a personal guarantee in the same form signed by the original Owners.

(e) Transfer To An Entity. We will consent to the assignment of this Agreement to an Entity that you form for the convenience of ownership, provided that: (i) the Entity has and will have no other business besides operating the Franchised Business; (ii) you satisfy the conditions in Sections 5.28(c) except subsections (iii), (vi), (vii), (ix), and (x), and (iii) the Owners hold equity interests in the new Entity as stated to us.

(f) Transfer Upon Death Or Incapacity. If you or any Owner dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to us in writing within three months after the event (death, declaration of incapacity, or filing of a bankruptcy petition) for consent to Transfer the person's interest. The Transfer will be subject to the provisions of this Sections 5.28, as applicable. In addition, if the deceased or incapacitated person is you or the Operating Principal, we will have the right (but not the obligation) to take over operation of the Franchised Business until the Transfer is completed and to charge a reasonable management fee for our services. For purposes of this Section", "incapacity" means any physical or mental illness that will prevent the person from performing his or her obligations under this Agreement (i) for a period of 30 or more consecutive days or (ii) for 60 or more total days during a calendar year. In the case of Transfer by inheritance, if the heirs or beneficiaries are unable to meet the conditions of Section 5.28(c), the executor may transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for Transfers contained in this Agreement. If an interest is not transferred under this Section 5.28(f) within 180 days after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement under Section 6.2 (Our Remedies After An Event of Default).

(g) Our Right Of First Refusal.

(i) Our Right. We have the right within 45 days of receiving your notice of intent to Transfer with the required documentation and information, to send you a written notice that we plan to purchase the interest proposed to be Transferred. We will purchase this interest at the same amount and conditions offered by the third-party or, if we wish, at the cash amount equal (in our opinion) to any non-cash items. If it is not possible to agree on a reasonable cash amount or if the Transfer is a gift, then we will name an independent appraiser (at our expense) to determine the fair market value of the interest. We may purchase the interest at the fair market value determined by the appraiser. Closing on our purchase must occur within 90 days after our notice to the seller choosing to purchase the interest. We may assign our right of first refusal to someone else either before or after we exercise it. However, the right of first refusal will not apply to Transfers to an Entity under Section 5.28(e) or to Transfers to your spouse, son, or daughter (including Transfers to your spouse, son, or daughter as a result of death or incapacity as described in Section 5.28(f)).

(ii) Declining Our Right. If we elect not to exercise our rights under this Section, the transferor may complete the Transfer after complying with Sections 5.28(b) to 5.28(f). Closing of the Transfer must occur within 90 days of our election (or such longer period as applicable law may require). If it does not, then the third-party's offer will be treated as a new offer subject to our right of first refusal. Any material change in the offer from a third party after we have elected not to purchase the seller's interest will create a new offer subject to the same right of first refusal as the third party's initial offer. The Transfer is conditional on our determination that the Transfer was on terms substantially similar to those offered to us.

5.29 Compliance with Laws and Regulations. You must comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. You must obtain and maintain good standing in any and all licenses, permits, and consents necessary for you to lawfully operate the Franchised Business. You have the sole responsibility for this compliance regardless of any information or advice that we may provide.

5.30 Notice of Proceedings. You must notify us in writing within five days of the start of any action, suit or proceeding, or of the issuance of any inquiry, subpoena, order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality in connection with the operation or financial condition of your Franchised Business. This includes, but is not limited to, any criminal action or proceeding brought by you against any employee, customer, or other person, but this does exclude any civil proceedings against customers to collect monies owed.

5.31 Ownership and Guarantee.

(a) Operating Principal. If you are an Entity, you must assign an individual owner as your Operating Principal. The Operating Principal must complete our training program and have the authority over all business decisions related to your Franchised Business. They must also have the power to bind you in all dealings with us. You may not change the Operating Principal without our prior approval. You or your Operating Principal must at all times supervise the operation of your Franchised Business and ensure that each Installer has successfully completed training.

(b) Owners of Equity. If you are an Entity, each of your Owners must execute the attached "Payment and Performance Guarantee" (the "Guarantee"). By executing the Guarantee, each Owner will be bound by the provisions stated in this Agreement. This includes, but is not limited to, the restrictions stated in Section 5.27 (Your Covenant Not to Compete). A violation of any provision in this Agreement, including Section 5.27, by any Owner will constitute a violation of your obligations under this Agreement. The individuals executing this Agreement under the Guarantee represent that they are your sole owners.

(c) Governing Documents. If you are (or transfer this Agreement to) an Entity, you agree on our request to provide us with a list of holders of direct or indirect equity interests and their percentage interests. Additionally, you agree to give us copies of your governing documents and any other corporate documents, books, or records, including certificates of good standing from your state. The Owners may not enter into any shareholders' agreement, management or operating agreement, voting trust, or other arrangement that gives a third party the power to direct and control your affairs without our prior written consent. During the Term of this Agreement, your governing documents must state that no transfer of any ownership interests may be made unless they are in line with Section 5.28 (Transfer and Assignment) of this Agreement. Any securities that you issue must have a visible printed legend that shows this.

6. TERMINATION AND DEFAULT

6.1 Events of Default. One or more of the following creates an "Event of Default" under this Agreement:

(a) You fail, refuse, or neglect to pay any money owed to us or our affiliates or you fail to make sufficient funds available to us as provided in Section 3.9 (Method of Payment) within ten days after receiving written notice of your default or 30 days after due date of the payment, whichever is the shorter period. If you have previously been given at least two notices of nonpayment for any reason within the last 24 months and you then fail to timely pay any money when it's due. You fail to pay any supplier in line with such supplier's terms any non-disputed amount.

(b) You make any material misrepresentations or errors in your application to us for the franchise, this Agreement, or any related documents. You submit to us any report or statement that you know or should know is false or misleading.

(c) You refuse to permit, or try to obstruct, an examination or audit of your books and records of your Franchised Business as required by this Agreement.

(d) You fail to timely file any periodic report that is required in this Agreement or in the Manuals for three or more times in a 12-month period. It does not matter whether or not you later remedy the default.

(e) You, any Owner, the Operating Principal, and/or your employees that we name fail to complete Initial Training to our satisfaction by the Opening Deadline stated in Section 5.1(b) (Opening Deadline) of this Agreement.

(f) You fail to begin operating your Franchised Business by the Opening Deadline stated in Section 5.1(b) (Opening Deadline) of this Agreement.

(g) You voluntarily suspend operation of the Franchised Business without our prior written consent for five or more consecutive business days where you were required to operate. This is unless we determine, in our sole discretion, that the failure was beyond your control.

(h) Intentionally deleted.

(i) You use any of the Marks or any other identifying characteristics other than in the operation or advertising of the Franchised Business.

(j) You reveal the contents of the Manuals, or the other trade secrets, or of the Proprietary Information in disagreement to Section 5.19 (Proprietary Information).

(k) You or any Owner go into bankruptcy, make an assignment for the benefit of your creditors, have an execution levied against your business assets, or have a suit to foreclose any lien or mortgage set up against you or any Owner and not dismissed within 30 days.

(l) You, any Owner, or any of your officers or directors are convicted of a felony, a crime involving moral turpitude, a consumer fraud charge, or any other crime or offense that we believe is likely to have a material negative effect on our franchise system, Marks, any associated goodwill, or the GGF concept.

(m) Any Transfer that occurs and does not comply with Section 5.28 (Transfer and Assignment). This includes a failure to transfer to a qualified successor after death or disability within the time stated by Section 5.28(f).

(n) You or any Owner violates the non-compete covenants in Section 5.27 (Your Covenant Not to Compete).

(o) You fail to comply with any law, regulation, or ordinance and it results in a threat to the public's health or safety, and you fail to remedy the non-compliance within 24 hours of receiving a notice from us or from public officials, whichever occurs first.

(p) You default under any other franchise agreement or agreement between you and us, or our affiliates, as long as the default permits us or our affiliate to terminate the agreement.

(q) You fail to comply with any other covenant, agreement, standard, procedure, practice, or rule stated by us in this Agreement, in the Manuals, or in writing. You then fail to remedy the breach to our satisfaction within 20 days (or longer as applicable law may require) after we give you a written notice of the default.

(r) You breach or fail to comply with any covenant, agreement, standard, procedure, practice or rule three or more times within any 18-month period, whether or not the breaches or failure are similar and whether or not they are cured.

6.2 Our Remedies After An Event of Default. If an Event of Default occurs, we may without notice or demand declare this Agreement, the License, and any other rights granted under this Agreement to be immediately terminated. And, except for what is stated here, this agreement will have no further force or effect. Upon termination, you will not

be relieved of any of your obligations, debts, or liabilities under this Agreement. This includes, but is not limited to any debts, obligations, or liabilities that you accrued before the termination. Our right to terminate you is in addition to, all of the other rights and remedies available to us at law, in equity, or all of which are cumulative. We may, at our sole discretion, elect in lieu of termination of this Agreement, to require remedial training or other measures at your expense, or reduce or eliminate your exclusive Territory.

6.3 Suspension of Our Performance. We do not have any obligation to perform or comply with our obligations to you under this Agreement or other agreements when a default exists, and until you remedy the default to our satisfaction.

6.4 Our Performance of Your Obligations. We have the right, but we are not obligated, to perform any of your required obligations that you failed to perform under this Agreement. You must reimburse us on demand for all costs and expenses that we reasonably incurred in performing any obligation or duty. You must also pay interest to us on the amount of costs and expenses as stated in Section 3.09 (Interest on Overdue Payments; Late Fee).

6.5 Reserved.

7. YOUR OBLIGATIONS UPON EXPIRATION OR TERMINATION

You promise and agree that on expiration or termination of this Agreement for any reason, unless we direct you otherwise:

7.1 Payment of Costs and Amounts Due. You must pay on demand all sums owed to us and our affiliates. If this Agreement is terminated due to an Event of Default, you will promptly pay all damages, costs, and expenses, including reasonable attorneys' fees, incurred by us as a result of your default. These payment obligations will remain until they are paid in full. These payments can also lead to a lien in favor of us against your Franchised Business and all of your Vehicles, and any and all of the personal property, fixtures, Equipment, and products that you own at the time of the Event of Default. We are authorized to make any filings and to execute any documents on your behalf to perfect the lien created here. You will also pay to us all damages, costs, and expenses. This includes any reasonable attorneys' fees that we incurred after the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of this Section 7.

7.2 Discontinue Use of the System and Intellectual Property. You must immediately stop operating your Franchised Business. You must immediately stop using the Intellectual Property (Marks and Trade Dress) in advertising or in any other manner. This also includes all other distinctive forms, slogans, signs, symbols, and devices associated with the System. You must immediately stop using the confidential methods, procedures, and techniques associated with the System.

7.3 Return of Proprietary Information. You must immediately return to us and at your expense, all copies of the Manuals, all Customer Data in your direct or indirect possession, and all other Proprietary Information (and all copies). You must also refrain from disclosing any Proprietary Information to third parties.

7.4 Cease Identification with Us. You must immediately take all action required (i) to cancel all assumed name or similar registrations relating to your use of the Marks and (ii) to cancel or transfer to us all telephone numbers, post office boxes, and other directory listings related to the Franchised Business. You acknowledge that we have the sole rights and interests in all telephone numbers, post office boxes, and directory listings associated with any of the Marks. If you fail to comply with this Section 7.4, you authorize us and permanently appoint us as your attorney-in-fact to the telephone company, postal service, and all listing agencies. We will then transfer the numbers, boxes, and listings to us. The telephone company, the postal service, and each listing agency may accept such direction by us under this Agreement. This Agreement is conclusive evidence of our exclusive rights in the telephone numbers, post office boxes, and directory listings and our authority to direct their transfer.

7.5 Our Option to Purchase Certain Goods. Within seven days of termination or expiration of this Agreement, we and you will arrange for an inventory to be made at your expense, of your supplies, Equipment, Vehicles, marketing materials, signs, and fixtures related to the operation of the Franchised Business. We will have the option, within 60 days after the inventory has been made, to purchase from you any of those items at fair market value. If the parties

cannot agree on fair market value within a reasonable time, we will select an independent appraiser after consultation with you, and his or her determination will be final and binding. If we exercise our option to purchase, we will have the right to set off all amounts due from you to us or our affiliates against any payments we make to you. If we do not exercise our option to purchase, you agree to dispose of your supplies, Equipment, Vehicles, marketing materials, signs, and fixtures that are proprietary or bear any of our Marks as we direct. You may not sell any supplies, Equipment, Vehicles, marketing materials, signs, and fixtures that are proprietary or bear any of our Marks without our prior written approval.

7.6 Our Option to Assume Your Site Lease. You will, on request by us assign any interest you have in any lease for the Business Office or Warehouse to us. If we assume your interest under any site lease, you will be responsible for paying rent and all other charges due under the site lease for all periods until the time of the assumption. If we pay any amount on your behalf, you must reimburse us for the amount on demand.

7.7 De-identification of the Equipment and Franchised Business. With respect to any items we do not agree to purchase, as stated in Section 7.5, you must make modifications or alterations to your Vehicles, Business Office, Warehouse and Franchised Business immediately on termination or expiration of this Agreement. We consider these modifications necessary to distinguish the appearance of the Vehicles, Business Office, Warehouse and Franchised Business from a GGF Business. These modifications include, but are not limited to, removing the signs, Marks, and any Trade Dress to show the public that you are no longer associated with us. You must provide us with photographic evidence that you have de-identified your Vehicles, Business Office, Warehouse and Franchised Business. If you do not comply with the requirements of this Section 7.7, we may take possession of the Vehicles, Business Office and Warehouse or Franchised Business without being guilty of trespass or any other tort, for the purpose of making any required changes. You agree to reimburse us on demand for our expenses in making the changes.

7.8 Promote Separate Identity. You will not directly, indirectly, or in any manner, identify yourself, or anyone else connected with you, as a "former 'Granite Garage Floors' franchisee." You will not identify yourself or anyone else as having been associated with GGF or, use in any manner or purpose, any of the Marks or Trade Dress.

7.9 Comply with Noncompete. Your Owners must comply with the covenant not to compete in Section 5.27(b) (Your Covenant Not to Compete).

7.10 Injunctive and Other Relief. You acknowledge that your failure to comply with the provisions of Section 7 will result in irreparable harm to us and that our remedy at law for damages will be inadequate. So, you agree that if you breach any provisions of Section 7, we are entitled to injunctive relief (including the remedy of specific performance) in addition to any other remedies available at law or in equity.

8. DISPUTE RESOLUTION AND GOVERNING LAW

8.1 Forum for Litigation. Subject to the requirements of Section 8.2, You and the Owners must file any suit against us, and we may file any suit against you, in a state court in the county where our principal place of business is located at the time the lawsuit is filed or filed in the federal district court for the district where our principal place of business is located at the time the lawsuit is filed. The parties waive all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

(a) Franchisee agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless Franchisee brings an action/suit against Franchisor before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one year after the Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner. Any action/suit that Franchisee does not bring this period shall be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement.

8.2 Mandatory Alternative Dispute Resolution.

(a) Mediation. Except as stated below, before filing any proceeding to resolve a dispute connected with this Agreement, the Franchised Business or the System, either party has the right to demand participation in mediation. One mediator will be selected by the parties and if they cannot agree, then a mediator will be selected by the American Arbitration Association ("AAA"). The mediation will be held near our principal offices in Georgia, will not last more than one day, and if the parties do not resolve their dispute, then any party may file litigation in line with the terms of this Agreement. The mediation will be governed by the rules of the AAA. The parties agree that mediation will be held no later than 14 days after a written request for mediation has been served on the other parties.

(b) Arbitration. Except to the extent franchisor seeks injunctive or other equitable relief to enforce provisions of this agreement, and except for controversies, claims or disputes based on franchisee's failure to pay any fees due hereunder when due; franchisee's violation of any health or safety law; or franchisee's use of the marks, all controversies, claims or disputes between franchisor and franchisee arising out of or relating to (i) this agreement or any other agreement between franchisor and franchisee, (ii) the relationship between franchisee and franchisor, or (iii) the scope and validity of this agreement or any other agreement between franchisor and franchisee (including the scope and validity of the arbitration obligations under this section, which franchisor and franchisee acknowledge is to be determined by an arbitrator and not a court) shall be determined by arbitration with the American Arbitration Association ("AAA") at the office of the AAA closest to franchisor's principal executive office on the date of submission of the matter to the AAA. Such arbitration shall be conducted before one arbitrator chosen in accordance with AAA commercial arbitration rules. The decision of the arbitrator shall be final and binding upon all parties concerned. Such decision shall be rendered within 30 days of the close of the arbitration hearing record. The arbitration proceeding shall be conducted at the office of the AAA closest to franchisor's principal executive office on the date of submission of the matter to the AAA. In any arbitration proceeding, franchisor and franchisee agree that each must submit or file any claim which would constitute a compulsory counterclaim (as defined by the then current Rule 13 of the federal rules of civil procedure) within the same proceeding as the claim to which it relates. Any claim not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party. Franchisor reserves the right, but has no obligation, to advance franchisee's share of the costs of any arbitration proceeding in order for such arbitration proceedings to take place and by doing so will not be deemed to have waived or relinquished franchisor's right to seek the recovery of those costs in accordance with section 8. The arbitration will be conducted on an individual, not a class-wide basis, and the arbitration proceeding may not be consolidated with any other arbitration proceeding between franchisor and any other person. Notwithstanding the foregoing or anything to the contrary in this section, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this section 8.2(b), then all parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in accordance with this section 8 (excluding this 8.2(b)). In all other respects, the rules of the AAA and the United States Arbitration Act shall control. Judgment upon the award rendered by the arbitration may be entered in any court having competent jurisdiction thereof.

8.3 Governing Law. This Agreement has been executed, delivered in, and will be governed construed, and enforced in line with the laws of the State of Georgia. In the event of any conflict-of-law question, the laws of Georgia will prevail, without regard to the application of Georgia conflict-of-law rules.

8.4 Mutual Waiver of Jury Trial. You and we both permanently waive trial by jury in any litigation.

8.5 Mutual Waiver of Punitive Damages. Each of us waives any right to or claim of punitive, exemplary, multiple, or consequential damages against the other in litigation.

8.6 Remedies Not Exclusive. Except as stated in Section 8.4, no right or remedy that the parties have under this Agreement is limited to, any other right or remedy under this Agreement or under applicable law. Every remedy will be in addition to, and not limited to every other remedy available at law or in equity or by statute or otherwise.

8.7 Our Right to Injunctive Relief. Nothing in this Agreement stops our right to obtain injunctive or declaratory relief against a breach or threatened breach of this Agreement that will cause us loss or damage. You agree that we will not be required to prove actual damages or post a bond in excess of $1,000 or other security in seeking or

obtaining injunctive relief (both preliminary and permanent) and/or specific performance with respect to this Agreement.

8.8 Attorneys' Fees and Costs. You agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed by you and/or the Owners; and (ii) in the defense of any claim you and/or the Owners state against us and where we win in court or other formal legal proceedings.

9. MISCELLANEOUS

9.1 Entire Agreement. Except for the representations included in our Franchise Disclosure Document (the "FDD") this Agreement and the documents referred to in it represent the entire agreement between you and us with respect to the Franchised Business. This Agreement overrides all prior discussions, understandings, representations, and agreements concerning the Franchised Business. This Agreement includes the terms and conditions on Appendices A and B which are incorporated in this Agreement by this reference.

9.2 Amendments and Modifications. This Agreement may only be amended or modified by a written document signed by each party.

9.3 Waiver. Any term or condition of this Agreement may be waived at any time by the party entitled to the benefit of the term. This waiver must be in writing. No amount of dealing or performance by any party, and no failure, omission, delay, or restraint by any party, in exercising any right, power, benefit, or remedy, will constitute a waiver of a right, power, benefit, or remedy. Our waiver of any particular default does not affect our rights to respond to any other default you may commit. Our waiver of a default by another franchisee does not affect our right to demand your strict compliance with the terms of this Agreement. We have no obligation to deal with similarly situated franchisees in the same manner. Our acceptance of any payments due from you does not waive any prior defaults.

9.4 Importance of Timely Performance. Time is of the essence in this Agreement.

9.5 Headings. The headings in this Agreement are for convenience only. They are not a part of this Agreement and will not affect the meaning or construction of any of its provisions.

9.6 Severability. Each provision of this Agreement is severable from the others. If any provisions of this Agreement or any of the documents executed in union with this Agreement are determined by a court to be invalid, illegal, or unenforceable, the invalidity will not affect any other remaining provisions of this Agreement or any other document. The remaining provisions will continue to be given full force and effect and bind us and you.

9.7 Applicable State Law Controlling. If the termination, renewal, or other provisions stated in this Agreement are inconsistent with any applicable state statute, the statute will apply, but only to the inconsistency.

9.8 Survival. Each provision of this Agreement that clearly specifies or implies that it is to be performed after the expiration, termination, or Transfer of this Agreement will survive an expiration, termination, or Transfer. This includes, but is not limited to Sections 5.17 (Intellectual Property), 5.19 (Proprietary Information), 5.24 (Auditing), 5.25 (Inspection), 5.26 (Indemnification), 5.27 (Your Covenant Not to Compete), and 7 (Your Obligations Upon Expiration or Termination).

9.9 Consent. Whenever our prior written approval or consent is required under this Agreement, you must agree to make a timely written request to us for the consent. Our approval or consent must be in writing and signed by an authorized officer to be effective.

9.10 Independent Contractor Relationship. The execution of this Agreement or any conduct by us will not create a fiduciary or other special relationship or make one of us an agent, legal representative, joint venturer, partner, employee or servant of each other for any purpose. You are not authorized to make any contract, agreement, warranty, or representation on our behalf, or to create any obligation, express or implied, on our behalf. During the Term, you agree to hold yourself out to the public as an independent contractor operating your Franchised Business and Vehicles under license from us. You also agree to post a notice to clarify your independent contractor relationship according to

Section 5.17(a) (ii) (Marks and Trade Dress) and, if we request, in your advertising and on your contracts, forms, stationery, and promotional materials.

9.11 Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be delivered: (i) personally; (ii) by certified or registered mail, postage prepaid; or (iii) by overnight delivery service. Notices to you will be sent to the address provided to us. Notices to us must be sent to:

Granite Garage Floors Franchising, LLC
10945 State Bridge Road
Suite 401-171
Alpharetta, GA 30022
Attn: Alan Mishkoff

Either party can change its mailing address or facsimile number by giving notice to the other party. Notices will be considered to be received on the same day when they are delivered personally. They will be considered to be received on an attempted delivery when sent by registered, certified, or overnight delivery service.

9.12 Execution in Counterparts. This Agreement may be completed in two or more counterparts. Each counterpart will be considered an original, and all of them combined will form one complete agreement.

9.13 Successors and Assigns. Except as otherwise clearly stated, this Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors, and permitted assigns.

9.14 No Third Party Beneficiaries. Except as otherwise clearly stated in this Agreement, no third party shall have the right to claim any of the benefits conferred under this Agreement.

9.15 Reserved.

9.16 Force Majeure. Any delay in our or your performance of any duties under this Agreement, or any non-performance of such duties, that is not your or our fault (as applicable) or within your or our reasonable control – including, but not limited to, fire; floods, natural disasters; Acts of God; war; civil commotion; any governmental act or regulation; any delays or defaults in deliveries by common carriers and/or postal services and/or overnight couriers; computer network outages; late deliveries or non-deliveries of goods or non-furnishing of services by third party vendors; strikes; and any other similar event beyond such party's control — will not constitute a breach or cause a default under this Agreement, provided, however, that we or you (as applicable) will take all steps reasonably possible to mitigate damages caused by such failure or delay. Notwithstanding the above, no exercise of this force majeure provision shall excuse performance of this Agreement; rather, such exercise will allow for the delay of performance hereunder by the party or parties suffering the force majeure.

Notwithstanding the foregoing, if any such failure or delay continues for more than 180 days, we will have the right at any time thereafter during the continuance of such failure or delay to terminate this Agreement upon 30 days advance written notice to you.

10. YOUR REPRESENTATIONS AND ACKNOWLEDGMENTS

You and the Owners represent, warrant, and acknowledge as follows:

10.1 Truth of Information. The information (including without limitation all personal and financial information) that you and your Owners have furnished or will furnish to us relating to the subject of this Agreement is true and correct in all material respects and includes all material facts necessary to make such information not misleading in light of the circumstances when made.

10.2 Due Authority. This Agreement has been duly authorized and executed by you or on your behalf is a valid and binding obligation of you, enforceable in accordance with its terms, subject to applicable bankruptcy, moratorium, insolvency, receivership, and other similar laws affecting the rights of creditors generally.

10.3 Terrorist Acts. You acknowledge that under applicable U.S. law, including, without limitation, Executive Order 13224, signed on September 23, 2001 ("Order"), we are prohibited from engaging in any transaction with any person engaged in, or with a person aiding any person engaged in, acts of terrorism, as defined in the Order. Accordingly, you represent and warrant to us that, as of the date of this Agreement, neither you nor any person holding any ownership interest in you, controlled by you, or under common control with you is designated under the Order as a person with whom business may not be transacted by us, and that you: (i) do not, and hereafter will not, engage in any terrorist activity; (ii) are not affiliated with and do not support any individual or Entity engaged in, contemplating, or supporting terrorist activity; and (iii) are not acquiring the rights granted under this Agreement with the intent to generate funds to channel to any individual or Entity engaged in, contemplating, or supporting terrorist activity, or to otherwise support or further any terrorist activity.

10.4 Independent Investigation. You have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that it involves business risks and that your results will be largely dependent upon your own efforts and ability. You have been accorded ample time to consult with your own attorney and other advisors about the potential risks and benefits of entering into this Agreement, and we have advised you to do so.

10.5 Timely Receipt of Agreement and Franchise Disclosure Document. You have received an execution ready copy of this Agreement at least seven calendar days before you executed this Agreement or any related agreements or pay any consideration to us. You have also received a FDD required by applicable state and/or federal laws, including a form of this Agreement, at least 14 calendar days (or such longer time period as required by applicable state law) before you executed this Agreement or any related agreements or pay any consideration to us. You have reviewed this Agreement and the FDD and have been given ample opportunity to consult with, and ask questions of, our representatives regarding the documents.

[Signatures on next page]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

IF YOU ARE AN INDIVIDUAL: PLEASE SIGN BELOW.

GRANITE GARAGE FLOORS FRANCHISING, LLC

By:_____

Title:_____

Date:_____

_____
[NAME OF FRANCHISEE]

Date:_____

IF YOU ARE A CORPORATION OR LIMITED LIABILITY COMPANY: THE OPERATING PRINCIPAL MUST SIGN THIS AGREEMENT ON BEHALF OF THE CORPORATION OR LLC. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY THE OPERATING PRINCIPAL AND ALL OTHER OWNERS OF AN EQUITY INTEREST IN THE COMPANY, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

GRANITE GARAGE FLOORS FRANCHISING, LLC

By:_____

Title:_____

Date:_____

_____
[INSERT CORPORATE NAME]

By:_____

Title:_____

Date:_____

IF YOU ARE A PARTNERSHIP: ALL PARTNERS MUST SIGN THIS AGREEMENT. IN ADDITION, THE AGREEMENT MUST BE GUARANTEED BY ALL PARTNERS, ON THE GUARANTEE FORM ATTACHED TO THIS AGREEMENT.

GRANITE GARAGE FLOORS FRANCHISING, LLC

By:_____

Title:_____

Date:_____

_____
[INSERT PARTNERSHIP NAME]

By:_____

Title:_____

Date:_____

By:_____

Title:_____

Date:_____

FRANCHISE AGREEMENT EXHIBIT A

The "Territory" shall be defined as follows:

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

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

FRANCHISE AGREEMENT EXHIBIT B

FRANCHISE COMPLIANCE QUESTIONNAIRE

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

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

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

Yes ____ No ___

2. Have you received and personally reviewed the Franchise Agreement which you are to sign, with all its blanks completed? Yes ____ No ___

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

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

Yes ____ No ___

Please state the date you received the FDD: _____

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

Yes ____ No ___

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

Yes ____ No ___

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

Yes ____ No ___

Do you understand those risks? Yes ____ No ___

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

Yes ____ No ___

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

Yes ____ No ___

If No, please comment:_____

_____

_____

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

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

Yes ____ No ___

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

Yes ____ No ___

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

Yes ____ No ___

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

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

Yes ____ No ___

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

Yes ____ No ___

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

_____
_____
_____
_____
_____

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

Date: _____ Prospective Franchisee: _____

FRANCHISE AGREEMENT EXHIBIT C

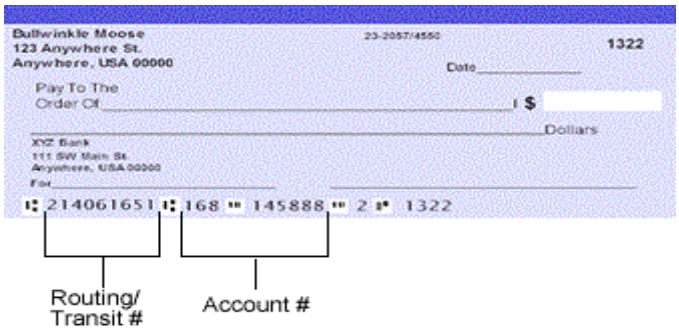
ELECTRONIC FUNDS TRANSFER (EFT)
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS

I (We, if joint account) the undersigned, hereby authorize **Granite Garage Floors Franchising, LLC**, a Delaware limited liability company, with principal offices at 77 North Washington Street, Boston, MA 02114, to initiate electronic transfer of funds out of my (our) primary Checking or Savings selected below at the Financial Institution indicated, for payment of Royalties or other amounts, which I may owe **Granite Garage Floors Franchising, LLC**.

I (We) acknowledge that the origination of Automated Clearing House (ACH) transactions to my (our) account must comply with the provisions of the United States law. All costs and expenses, including any resulting from the dishonor by my (our) bank of any electronic funds transfer, shall be my (our) sole responsibility. This authorization is irrevocable and shall remain in effect until the termination or expiration of the underlying Franchise Agreement with **Granite Garage Floors Franchising, LLC.**

If I (we) do not have enough money in my (our) account to cover the transfer, or if my (our) Financial Institution for any other reason refuses to honor a transfer, I (we) will separately pay for the charges I (we) owe under my (our) Franchise Agreement with **Granite Garage Floors Franchising, LLC.**

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



I (we) acknowledge that these funds will be debited on **the last day of each month**, or the closest business day thereafter.

Name(s): _____

Signature: _____Date: _____

Signature: _____Date: _____

Day Phone: ( ) _____ Evening Phones: ( ) _____

Please fill out this form and attach a voided check.

FRANCHISE AGREEMENT EXHIBIT D

FIRST FRANCHISE OPTION AMENDMENT TO FRANCHISE AGREEMENT

THIS AMENDMENT TO FRANCHISE AGREEMENT (the "Amendment") is made and entered into this _____ day of _____, 20__, by and between GRANITE GARAGE FLOORS FRANCHISING, LLC, a Delaware limited liability company, with its principal place of business at 110 Mansell Circle Suite 375 Roswell, GA 30075 (hereinafter "Franchisor"), and _____, a _____ with its _____ at _____ (hereinafter "Franchisee").

1. Franchisee is approved by Franchisor to participate in the First Franchise Option Discount Program. Franchisor and Franchisee hereby agree to amend the Franchise Agreement entered into between them with effect as of [DATE]. The Franchise Agreement is amended as follows:

The Franchise Fee stated in Section 3.1 of the Franchise Agreement is waived and Franchisee shall not pay to Franchisor the Franchise Fee.

2. Section 3.2(a) of the Franchise Agreement is amended as follows:

Strike "six and one-half percent (6.5%)" and replaced with eight percent (8%).

3. If the Franchise Agreement is renewed in accordance with Section 2.2 thereof, Franchisee and Franchisor agree that the Royalty Fee rates, as amended by Section 2 of this Amendment, shall be applied to the renewal term and that they shall enter into an amendment of the renewal franchise agreement if necessary to apply the correct Royalty Fee rates.

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

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

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

GRANITE GARAGE FLOORS FRANCHISING, LLC

By:_____
Its: _____

FRANCHISEE
By: _____
Its: _____

FRANCHISE AGREEMENT EXHIBIT E

GRANITE GARAGE FLOORS FRANCHISING, LLC
PAYMENT AND PERFORMANCE GUARANTEE

In order to induce Granite Garage Floors Franchising, LLC ("GGF") to enter into a GGF Franchise Agreement (the "Franchise Agreement") with the Franchisee named in the Franchise Agreement to which this Payment and Performance Guarantee (the "Guarantee") is attached ("Franchisee"), I/we (collectively referred to as the "Guarantors" and individually referred to as a "Guarantor") hereby covenant and agree as follows:

1. Guarantee of Payment and Performance. The Guarantors jointly and severally unconditionally guarantee to GGF and its affiliates the payment and performance when due, whether by acceleration or otherwise, of all obligations, indebtedness, and liabilities of Franchisee to GGF, absolute or contingent, of every kind and nature, whether now existing or incurred later, whether incurred under the Franchise Agreement or otherwise, together with any extension, renewal, or modification thereof in whole or in part (the "Guaranteed Liabilities"). The Guarantors agree that if any of the Guaranteed Liabilities are not paid or performed by Franchisee when due, the Guarantors will immediately do so. The Guarantors further agree to pay all expenses (including reasonable attorneys' fees) paid or incurred in trying to enforce this Guarantee or the payment of any Guaranteed Liabilities.

2. Waivers by Guarantors. The Guarantors waive presentment, demand, notice of dishonor, protest, and all other notices, including without limitation notices of acceptance hereof, of the existence or creation of any Guaranteed Liabilities, of the amounts and terms thereof, of all defaults, disputes, or controversies between GGF and Franchisee and of the settlement, compromise, or adjustment thereof. This Guarantee is primary and not secondary, and shall be enforceable without GGF having to proceed first against Franchisee or against any or all of the Guarantors or against any other security for the Guaranteed Liabilities. This Guarantee shall be effective regardless of the insolvency of Franchisee by operation of law, any reorganization, merger, or consolidation of Franchisee, or any change in the ownership of Franchisee.

3. Term: No Waiver. This Guarantee shall be irrevocable and unconditional and shall remain in full force and effect as to each of the Guarantors until the later of (i) such time as all Guaranteed Liabilities of Franchisee to GGF and its affiliates have been paid and satisfied in full, or (ii) the Franchise Agreement and all obligations of Franchisee thereunder expire. No delay or failure on the part of GGF in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by GGF of any right or remedy shall preclude other further exercise of that right or any other right or remedy.

4. Other Covenants. Each of the Guarantors agrees to comply with the provisions of Sections 5.17 (Intellectual Property), 5.19 (Proprietary Information), 5.24 (Auditing), 5.25 (Inspection), 5.26 (Indemnification), and 5.27 (Your Covenants Not to Compete) of the Franchise Agreement as though each Guarantor were the "Franchisee" named in the Franchise Agreement and agrees that I/we will take any and all actions as may be necessary or appropriate to cause Franchisee to comply with the Franchise Agreement and will not take any action that would cause Franchisee to be in breach of the Franchise Agreement.

5. Dispute Resolution. Section 8 (Dispute Resolution and Governing Law) of the Franchise Agreement is incorporated here by reference and will be applicable to all disputes between GGF and any of the Guarantors, as though Guarantor were the "Franchisee" referred to in the Franchise Agreement.

6. Miscellaneous. This Agreement will be binding upon the Guarantors and their heirs, executors, successors, and assigns, and will be for the benefit of GGF and its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Guarantors have caused this Guarantee to be signed of the day and year first above written.

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

APPENDIX A

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF CALIFORNIA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of California.

This California Addendum is only applicable if you are a resident of California or if your business will be located in California.

1. The California Franchise Relations Act (Business and Professions Code Section 20000 through 20043), provides franchisees with additional rights concerning transfer, termination and nonrenewal of the Franchise Agreement and certain provisions of the Franchise Agreement relating to transfer, termination and non-renewal may be superseded by the Act. There may also be court decisions which may supersede the Franchise Agreement and your relationship with Franchisor, including the areas of transfer, termination and renewal of Franchisee's franchise. If the Franchise Agreement is inconsistent with the law, the law will control.

2. The Franchise Agreement requires Franchisee to execute a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 - 20043)). To the extent required by such laws, Franchisee shall not be required to execute a general release.

3. The Franchise Agreement requires application of the laws and forum of Georgia. This provision may not be enforceable under California law.

4. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. The provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

6. The Franchise Agreement contains a covenant not to solicit which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

7. The Franchise Agreement may require binding arbitration. The arbitration will occur at the office of the American Arbitration Association closest to franchisor's principal executive office. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code section 20040.5, Code of Civil Procedure section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the California Franchise Relations Act are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____
Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF ILLINOIS

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Illinois.

1. Illinois law governs the Franchise Agreement.

2. Franchisee's rights upon Termination and Non-Renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of the Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims pursuant to the provisions of Title IX of the United States Code.

5. The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under the Illinois Franchise Disclosure Act.

6. The provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under Title 11, United States Code, Section 101.

7. Each provision of this Addendum 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 Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____

Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the **GRANITE GARAGE FLOORS FRANCHISING, LLC** Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Indiana.

1. In accordance with IC 23-2-2.7-1, the applicable sections of the Franchise Agreement are hereby amended to provide that Franchisor will not: (a) require the Franchisee to execute a release in connection with the renewal or transfer of the franchise which purports to relieve any person from liability to be imposed under the Indiana Deceptive Franchise Practices Act; (b) require the Franchisee to covenant not to compete with the Franchisor in an area greater than the Designated Territory set forth in the Franchise Agreement, upon termination of or failure to renew the Franchise Agreement; or (c) limit litigation brought for breach of the Franchise Agreement.

2. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or Exhibits or Attachments thereto, the terms of this Addendum shall govern. Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

3. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana franchise laws are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:
_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____
Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF MARYLAND

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Maryland.

1. Sections 2.2 and 5.28 of the Franchise Agreement are revised to provide that, pursuant to COMAR 02.02.08.16L, the general release required as a condition to renewal, sale or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 6.1(k) of the Franchise Agreement is revised to provide that termination upon bankruptcy might not be enforceable under the U.S. Bankruptcy Act, but Franchisor intends to enforce it to the extent enforceable.

3. Section 8.1 of the Franchise Agreement is revised to include the following language:

> "Notwithstanding the provisions of this section, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise."

4. The Franchise Agreement states that Georgia law generally applies. However, the conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Maryland Law, and we will comply with that law in Maryland.

5. The representations made in the Franchise Agreement are not intended to nor should they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____
Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF MINNESOTA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Minnesota.

1. Minnesota Statutes, Section 80C.21, and Minnesota Rules 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Agreement can abrogate or reduce (a) any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C; or (b) Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Franchisee cannot consent to Franchisor obtaining injunctive relief. Franchisor may seek injunctive relief.

2. With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statutes, Section 80C.14, subd. 3-5, which require (except in certain specified cases) (a) that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and (b) that consent to the transfer of the franchise will not be unreasonably withheld.

3. To the extent required by the Minnesota Franchise Act, Franchisor will protect Franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols related to the trademarks or indemnify Franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the trademarks, provided Franchisee is using the names in marks in accordance with the Franchise Agreement.

4. Minnesota Rules 2860.4400(D) prohibits Franchisor from requiring Franchisee to assent to a general release.

5. Franchise Agreement, Section 9.3, is revised to comply with Minnesota Statutes, Section 80C.17, subd. 5.

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Statutes, Chapter 80C, are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____
Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF NEW YORK

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of New York.

1. Section 5.28(b) of the Franchise Agreement is revised to include the following:

"The Franchisor will not make an assignment except to an assignee who, in the Franchisor's good faith judgment, is willing and able to assume its obligations under the Agreement."

2. Section 6.5 of the Franchise Agreement is modified by the addition of the following at the end of such section:

"In addition, the Franchisee shall have the right to terminate the Franchise Agreement to the extent allowed under applicable law."

3. Sections 8.1 (relating to venue) of the Franchise Agreement are revised to include the following language:

"Provided, however, that all rights arising under Franchisee's favor from the provisions of Article 33 of the GBL of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Section 687.4 and 687.5 be satisfied."

4. Each provision of this Addendum shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of Article 33 of the General Business Law of the State of New York are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____

Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF NORTH DAKOTA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of North Dakota.

1. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to sign a general release upon renewal of the Franchise Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Franchise Agreement is deleted.

2. Section 5.27 of the Franchise Agreement is revised to provide that covenants not to compete are generally considered unenforceable in the state of North Dakota.

3. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to the jurisdiction of courts located outside of North Dakota. Therefore, any references in the Franchise Agreement to any requirement that the franchisee consents to the jurisdiction of courts located outside of North Dakota are deleted.

4. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to agree to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business. Therefore, any references in the Franchise Agreement to any requirement that the franchisee consents to arbitration or mediation located outside of North Dakota are amended to include the following:

> "Pursuant to the North Dakota Franchise Investment Law, the site of arbitration or mediation shall be agreeable to all parties and may not be remote from your place of business."

5. Any references in the Franchise Agreement to any requirement to consent to a waiver of exemplary and punitive damages are deleted.

6. Any references in the Franchise Agreement to any requirement to consent to a waiver of trial by jury are deleted.

7. Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.

8. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

9. Any references in the Franchise Agreement requiring franchisee to consent to termination penalties or liquidated damages are deleted.

10. Any references in the Franchise Agreement requiring the franchisee to consent to a limitation of claims are deleted. The statute of limitations under North Dakota law applies.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____
Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF RHODE ISLAND

Notwithstanding anything to the contrary set forth in Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Rhode Island.

1. Sections 8.1 and 8.3 of the Franchise Agreement are supplemented by the addition of the following:

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

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

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____

Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF SOUTH DAKOTA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of South Dakota.

1. Section 6 of this Franchise Agreement is modified by adding the following at the end of the sentence:

   "Under South Dakota law, termination provisions covering breach of the franchise agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the Disclosure Document and franchise agreement must afford a franchisee thirty (30) days written notice with an opportunity to cure the default prior to termination."

2. Section 5.27 of this Franchise Agreement is modified by adding the following at the end of the sentence:

   "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of South Dakota, except in certain instances as provided by law."

3. Section 8.2(b) of this Franchise Agreement is amended by adding the following at the end of the paragraph:

   "except that matters coming under the South Dakota Law will be submitted to arbitration in a mutually agreeable location."

4. Section 8.2(b) of this Franchise Agreement is amended to read as follows:

   Except for matters coming under the South Dakota Law, litigation and arbitration must be in Georgia.

5. Section 8.3 of this Franchise Agreement is amended to read as follows:

   "The law of South Dakota governs."

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:

GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____

Name: _____

ADDENDUM TO
GRANITE GARAGE FLOORS FRANCHISING, LLC FRANCHISE AGREEMENT
FOR THE
STATE OF VIRGINIA

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Virginia.

1. Section 6.1 of the Franchise Agreement is modified by the insertion of the following at the end of such Section:

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

2. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____

Name: _____

WASHINGTON ADDENDUM
TO THE FRANCHISE AGREEMENT, FRANCHISE COMPLIANCE QUESTIONNAIRE,
AND RELATED AGREEMENTS

Notwithstanding anything to the contrary set forth in the Granite Garage Floors Franchising, LLC Franchise Agreement, the following provisions shall supersede any inconsistent provisions and apply to all GGF franchises offered and sold or operated in the State of Washington.

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

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 franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. 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 franchise 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 franchise agreement or elsewhere are void and unenforceable in Washington.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Addendum effective as of the date the Franchise Agreement.

FRANCHISOR:
GRANITE GARAGE FLOORS FRANCHISING, LLC

By: _____
Name: _____
Title: _____

IF CORPORATION, LLC, OR PARTNERSHIP:
FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

IF INDIVIDUAL:
FRANCHISEE:

_____

Name: _____

EXHIBIT B

ADDITIONAL STATE-REQUIRED DISCLOSURES

(attached)

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

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

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

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.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF BUSINESS OVERSIGHT NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

See the cover page of the FDD for our URL address. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

Item 3, Additional Disclosure. The following statement is added to Item 3:

"Neither we nor any person listed in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq*., suspending or expelling such persons from membership in such association or exchange."

Item 17, Additional Disclosures. The following statements are added to Item 17:

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

The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. § 101, *et seq.).*

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The Franchise Agreement provides for application of the laws of Georgia. These provisions may not be enforceable under California law.

The Franchise Agreement contains a covenant not to solicit which extends beyond the termination of the franchise. These provisions may not be enforceable under California law.

You must sign a general release if you receive a refund of initial fees, and if you transfer your franchise or execute a successor Franchise Agreement. These provisions may not be enforceable under California law. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 21000 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

The Franchise Agreement requires that any action you bring be commenced in Georgia. Arbitration must occur in the office of the American Arbitration Association closest to our principal executive office. Any arbitration will be conducted in accordance with AAA Rules of Commercial Arbitration, before an arbitrator appointed by AAA. This provision may not be enforceable under California law. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

1. Granite Garage Floors Franchising, LLC's Franchise Disclosure Document is currently registered or exempt, or seeking registration or exemption, in the states of: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

2. The states in which Granite Garage Floors Franchising, LLC's Franchise Disclosure Document is or will be shortly on file: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

3. No state has refused, by order or otherwise, to register the franchise which is the subject of Granite Garage Floors Franchising, LLC's Franchise Disclosure Document.

4. No state has revoked or suspended the right to offer the franchise which is the subject of Granite Garage Floors Franchising, LLC's Franchise Disclosure Document.

5. Granite Garage Floors Franchising, LLC has not withdrawn the proposed registration of the Franchise Disclosure Document in any state.

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

Registered agent in the state authorized to receive service of process: Commissioner of Securities, State of Hawaii, 335 Merchant Street, Honolulu, Hawaii 96813

No release language set forth in the Franchise Agreement shall relieve the franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

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

1. **Item 17, Additional Disclosures.** The following statements are added to Item 17:

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, provides that any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void. This shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under the provisions of the Illinois Franchise Disclosure Act, nor shall it prevent the arbitration of any claims pursuant to the provisions of Title IX of the United States Code.

The Illinois Franchise Disclosure Act requires that Illinois law apply to any claim arising under the Illinois Franchise Disclosure Act.

The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

Each chart in Item 17 of the Franchise Disclosure Document is amended as follows:

"Termination for bankruptcy filing may not be enforceable under the United States Bankruptcy Act, but we intend to enforce it to the extent enforceable."

Items 17(c) and 17(m) are revised to provide that, under COMAR 02.02.08.16L, the general release required as a condition to renewal, sale, or consent to assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

Item 17(v) and (w) are modified by insertion of the following:

"Any Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

Item 17 of the Franchise Disclosure Document and the Franchise Agreement are amended by the insertion of the following:

"The Franchise Agreement provides that disputes are resolve through arbitration. A Maryland franchise regulation states that it is unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Registration and Disclosure Law. In light of the Federal Arbitration Act, there is some dispute as to whether the forum selection requirement is legally enforceable."

Item 17 of the Franchise Disclosure Document and the Franchise Agreement are amended by the insertion of the following:

"All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law."

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

Trademarks. The following statement is added to Item 13:

> "To the extent required by the Minnesota Franchise Act, we will protect your right to use the trademarks service marks, trade names, logo types or other commercial symbols related to the trademarks or indemnify you from any loss, costs, or expenses arising out of any claim, suit or demand regarding the use of the trademarks, provided you are using the names and marks in accordance with the Franchise Agreement."

Choice of Forum and Law. The following statement is added to Item 17:

> Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

General Release. The following statement is added to Item 17:

> Minnesota Rule 2860.4400D prohibits us from requiring you to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

Waiver of Right to Jury Trial and Consent to Liquidated Damages or Termination Penalties: The following statement is added to Item 17:

> You cannot consent to us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400J, which among other things, prohibits us from requiring you to waive your rights to a trial or to consent to liquidated damages, termination penalties, or judgment notes.

Notice of Termination. The following statement is added to Item 17(f):

> With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute § 80C.14, subdivisions 3, 4, and 5 which require, except in certain specified cases, (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise Agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Release of Claims. The following statement in Item 17(c) and 17(m) of the Franchise Disclosure Document are amended to add the following:

"We cannot require you to sign a release of claims under the Minnesota Franchise Act as a condition to renewal or assignment."

Limitation of Claims. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.17, Subd. 5 with respect to limitation of claims.

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

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT G OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THE FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THE FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OF PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH AS LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled **"Requirements for franchisee to renew or extend**," and Item 17(m), entitled **"Conditions for franchisor approval of transfer"**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee":**

You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j), titled **"Assignment of contract by franchisor"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v), titled **"Choice of forum"**, and Item 17(w), titled **"Choice of law"**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

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

1. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to sign a general release upon renewal of the Franchise Agreement. Therefore, the requirement that the franchisee signs a release upon renewal of the Franchise Agreement is deleted from Item 17(c) and from any other place it appears in the Disclosure Document.

2. Item 17(r) is revised to provide that covenants not to compete, such as those mentioned in Item 17(r) of the Disclosure Document, are generally considered unenforceable in the state of North Dakota.

3. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to consent to the jurisdiction of courts located outside of North Dakota. Therefore, any references in the Disclosure Document to any requirement that the franchisee consents to the jurisdiction of courts located outside of North Dakota are deleted.

4. The North Dakota Securities Commissioner has determined that it is unfair and unequitable under the North Dakota Franchise Investment Law for the franchisor to require the franchisee to agree to arbitration or mediation of disputes at a location that is remote from the site of the franchisee's business. Therefore, any references in the Disclosure Document to any requirement that the franchisee consents to arbitration or mediation located outside of North Dakota are amended to include the following:

   "Pursuant to the North Dakota Franchise Investment Law, the site of arbitration or mediation shall be agreeable to all parties and may not be remote from your place of business."

5. Any references in the Disclosure Document to any requirement to consent to a waiver of exemplary and punitive damages are deleted.

6. Any references in the Disclosure Document to any requirement to consent to a waiver of trial by jury are deleted.

7. Any claims arising under the North Dakota franchise law will be governed by the laws of the State of North Dakota.

8. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

9. Any references in the Disclosure Document requiring franchisee to consent to termination penalties or liquidated damages are deleted.

10. Any references in the Disclosure Document requiring the franchisee to consent to a limitation of claims are deleted. The statute of limitations under North Dakota law applies.

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

Item 17, Additional Disclosure. The following statement is added to Item 17:

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

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

Item 17, Additional Disclosure. The following statement is added to Item 17:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

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

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

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

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

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

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

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

EXHIBIT C

GENERAL RELEASE

(attached)

GENERAL RELEASE

THIS GENERAL RELEASE ("Release") is executed on _____ by _____ _____ ("Franchisee"), _____ _____ ("Guarantors"), and _____ _____ ("Transferee") as a condition of (1) the transfer of the GGF Franchise Agreement dated [month] [day], [year] between Granite Garage Floors Franchising, LLC ("GGF") and Franchisee ("Franchise Agreement"); or (2) the execution of a successor Franchise Agreement by Franchisee and GGF. (If this Release is executed under the conditions stated in (2) above, all references in this Release to "Transferee" should be ignored.)

1. **Release by Franchisee, Transferee and Guarantors.** Franchisee and Transferee (on behalf of themselves and their parents, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities), and Guarantors (on behalf of themselves and their respective heirs, representatives, successors and assigns) (collectively, the "Releasors") freely and without any influence forever release (i) GGF, (ii) GGF's past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities, and (iii) GGF's parent, subsidiaries, and affiliates and their respective past and present officers, directors, shareholders, managers, members, agents, and employees, in their corporate and individual capacities (collectively, the "Released Parties"), from any and all claims, debts, demands, liabilities, suits, judgments, and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively, "Claims"), which any Releasor ever owned or held, now owns or holds, or may in the future own or hold, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances and claims arising out of, or relating to, the Franchise Agreement and all other agreements between any Releasor and GGF or GGF's parent, subsidiaries, or affiliates, arising out of, or relating to any act, omission or event occurring on or before the date of this Release, unless prohibited by applicable law.

2. **Risk of Changed Facts.** Franchisee, Transferee, and Guarantors understand that the facts in respect of which the release in Section 1 is given may turn out to be different from the facts now known or believed by them to be true. Franchisee, Transferee, and Guarantors hereby accept and assume the risk of the facts turning out to be different and agree that the release in Section 1 shall nevertheless be effective in all respects and not subject to termination or rescission by virtue of any such difference in facts.

3. **Covenant Not to Sue.** Franchisee, Transferee, and Guarantors (on behalf of Releasors) covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of cross-claim, defense, or counterclaim, against any person or entity released under Section 1 with respect to any Claim released under Section 1.

4. **No Prior Assignment and Competency.** Franchisee, Transferee, and Guarantors represent and warrant that: (i) the Releasors are the sole owners of all Claims and rights released in Section 1 and that the Releasors have not assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim released under Section 1; (ii) each Releasor has full and complete power and authority to execute this Release, and that the execution of this Release shall not violate the terms of any contract or agreement between them or any court order; and (iii) this Release has been voluntarily and knowingly executed after each of them has had the opportunity to consult with counsel of their own choice.

5. **Complete Defense.** Franchisee, Transferee, and Guarantors: (i) acknowledge that the release in Section 1 shall be a complete defense to any Claim released under Section 1; and (ii) consent to the entry of a temporary or permanent injunction to prevent or end the assertion of any such Claim.

6. **Successors and Assigns.** This Release will inure to the benefit of and bind the successors, assigns, heirs, and personal representatives of the Released Parties and each Releasor.

7. **Counterparts.** This Release may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

8. **Capitalized Terms**. Any capitalized terms that are not defined in this Release shall have the meaning given them in the Franchise Agreement.

IN WITNESS WHEREOF, Franchisee, Transferee, and Guarantors have executed this Release as of the date shown above.

FRANCHISEE:

By: _____

Print Name: _____

Title _____

Date: _____

TRANSFEREE:

By: _____

Print Name: _____

Title _____

Date: _____

GUARANTOR:

_____

Print Name: _____

Date: _____

EXHIBIT D

NONCOMPETE AND NONDISCLOSURE AGREEMENT

(attached)

NONDISCLOSURE AND NONCOMPETE AGREEMENT

This Agreement is dated _____. The parties are _____ _____(referred to as "we", "us", and "our"), located at _____ _____, and _____ _____ (referred to as "you" and "your"). You are signing this Agreement in consideration of, and as a condition to, your association with us and the compensation, dividends, or other payments and benefits you will receive from us.

BACKGROUND

We are a franchisee of Granite Garage Floors Franchising, LLC ("GGF") under a GGF Franchise Agreement dated _____ (the "Franchise Agreement"). We have a license to use certain trademarks designated by GGF (the "Marks"), certain policies and procedures used in GGF businesses (the "System"), and the Proprietary Information developed and owned by GGF in our GGF business (the "Store"). GGF recognizes that, in order for us to effectively operate our business, our employees must have access to certain proprietary information and trade secrets owned by GGF. Disclosure of this proprietary information and trade secrets to unauthorized persons, or its use for any purpose other than the operation of our business, would harm GGF, other franchise owners, and us. Accordingly, GGF requires us to have you to sign this Agreement.

AGREEMENT

1. Proprietary Information. As used in this Agreement, "Proprietary Information" means all manuals, trade secrets, know-how, methods, training materials, information, management procedures, and marketing and pricing techniques relating to the Store, the GGF System, or GGF's business. In addition, Proprietary Information includes all marketing plans, advertising plans, business plans, financial information, member information, employee information, and other proprietary information of GGF, GGF's affiliates, or us (collectively, the "Interested Parties") that you obtain or we may disclose in confidence to you either orally, in writing, or electronically, during your association with us. For purposes of this Agreement, Proprietary Information, other than trade secrets, shall not remain protectable three years after the Franchise Agreement has been terminated or has expired.

2. Nondisclosure. You agree not to use or disclose, or permit anyone else to use or disclose, any Proprietary Information to anyone outside of our organization (other than the Interested Parties) and not to use any Proprietary Information for any purpose except to carry out your duties as our employee. You also agree not to claim any ownership in or rights to Proprietary Information and not to challenge or contest our, GGF's, or GGF's affiliates' ownership of it. These obligations apply both during and after your association with us.

3. Return of Proprietary Information. If your association with us ends for any reason, you must return to us all records described in Paragraph 1, all other Proprietary Information, and any authorized or unauthorized copies of Proprietary Information that you may have in your possession or control. You may not retain any Proprietary Information after your association with us ends.

4. Noncompete During Association. You may not, during your association with us, without our prior written consent:

(a) own, manage, engage in, be employed by, advise, make loans to, or have any other interest in any business that operates or licenses others to operate any business that offers products or services relating to the sale or installation of garage floor coatings at any location in the United States or by any means, including, without limitation, sales via the Internet or catalogs ("Competitive Business");

(b) divert or attempt to divert any business or customer or potential business or customer of the Store to any Competitive Business, by direct or indirect inducement or otherwise;

(c) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(d) use any vendor relationship established through your association with us for any purpose other than to purchase products for use or retail sale as a GGF Franchisee; or

5. **Noncompete After Association Ends.** For two years after your association with us ends for any reason, you may not, without our prior written consent:

(a) directly or indirectly own, manage, engage in any managerial capacity, be employed in any managerial capacity by, advise, make loans to, or have any other interest in any Competitive Business that is (or is intended to be) located within a 50-mile radius of our business office;

(b) directly or indirectly solicit any individual or company that has been a customer of our Store within one year prior to the date you left our business, for the purpose of inducing that person or company to become a customer of any Competitive Business; or

6. **Remedies**. If you breach or threaten to breach this Agreement, you agree that we will be entitled to injunctive relief (without posting bond) as well as a suit for damages.

7. **Severability.** If any part of this Agreement is declared invalid for any reason, the invalidity will not affect the remaining provisions of this Agreement. If a court finds any provision of this Agreement to be unreasonable or unenforceable as written, you agree that the court can modify the provision to make it enforceable and that you will abide by the provision as modified.

8. **Independent Agreement.** This Agreement is independent of any other obligations between you and us. This means that it is enforceable even if you claim that we breached any other agreement, understanding, commitment, or promise.

9. **Third Party Right of Enforcement.** You are signing this Agreement not only for our benefit, but also for the benefit of GGF and GGF's affiliates. We, GGF, and our or GGF's affiliates have the right to enforce this Agreement directly against you.

10. **Not An Employment Agreement.** This is not an employment agreement. Nothing in this Agreement creates or should be taken as evidence of an agreement or understanding by us, express or implied, to continue your association with us for any specified period.

11. **Modification and Waiver.** Your obligations under this Agreement cannot be waived or modified except in writing.

12. **Governing Law.** This Agreement is governed by the laws of the State of Georgia.

13. **Attorney's Fees.** If we have to take legal action to enforce this Agreement, we will be entitled to recover from you all of our costs, including reasonable attorney's fees, to the extent that we prevail on the merits.

14. **Representation.** You certify that you have read and fully understood this Agreement, and that you entered into it willingly.

_____

EMPLOYEE

_____

EMPLOYER

EXHIBIT E

FINANCIAL STATEMENTS

(attached)

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Granite Garage Floors Franchising, LLC

Balance Sheet 06/08/2022

As of April 30, 2022

	Apr 30, 22
ASSETS	
Current Assets	
Checking/Savings	
1000 · Bank of America	266,872.60
1050 · Business Advantage Savings	200,043.71
Total Checking/Savings	466,916.31
Accounts Receivable	
2000 · Accounts Receivable	140,119.37
Total Accounts Receivable	140,119.37
Other Current Assets	
2200 · Due from GGF	-5,401.92
Total Other Current Assets	-5,401.92
Total Current Assets	601,633.76
Other Assets	
2550 · Deferred Commisisons	33,083.00
Total Other Assets	33,083.00
TOTAL ASSETS	634,716.76
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
3025 · BOA Cash Rewards	20,964.69
Total Credit Cards	20,964.69
Other Current Liabilities	
3175 · Deferred Revenue - ST	44,302.00
Total Other Current Liabilities	44,302.00
Total Current Liabilities	65,266.69
Long Term Liabilities	
3200 · Deferred Revenue - LT	242,346.00
Total Long Term Liabilities	242,346.00
Total Liabilities	307,612.69
Equity	
3250 · Retained Earnings	307,264.53
3500 · Equity	
3530 · Shareholder Distributions	-11,331.90
Total 3500 · Equity	-11,331.90
Net Income	31,171.44
Total Equity	327,104.07
TOTAL LIABILITIES & EQUITY	634,716.76

Granite Garage Floors Franchising, LLC

Profit & Loss

January through April 2022

11:41 AM
06/08/2022
Accrual Basis

	Jan - Apr 22
Ordinary Income/Expense	
Income	
4000 · Job Income	1,005,958.61
4050 · Discount	-29,854.43
4200 · Misc Income	0.06
Total Income	976,104.24
Cost of Goods Sold	
5000 · Cost of Goods Sold	
5100 · Job Materials Purchased	152,369.63
5200 · W-2 Labor	153,809.68
5300 · Subcontract Labor	
5310 · Sub Contract Labor Bonus	2,000.00
5300 · Subcontract Labor - Other	6,954.74
Total 5300 · Subcontract Labor	8,954.74
5350 · Freight In	6,574.64
5400 · Other Job Related Costs	2,226.73
Total 5000 · Cost of Goods Sold	323,935.42
Total COGS	323,935.42
Gross Profit	652,168.82
Expense	
6100 · Advertising and Marketing	
6110 · Mass Distribution	49,242.53
6120 · Targeted Distribution	2,462.50
6150 · Online/Social Media	1,896.40
6160 · Promotional Marketing Materials	203.00
6165 · Television Advertising	9,000.00
6180 · Referral Fee	200.00
6100 · Advertising and Marketing - Other	513.26
Total 6100 · Advertising and Marketing	63,517.69
6200 · Operations	
6210 · Payroll Expenses	
6215 · Officer Salaries	64,000.00
6216 · CFO/Admin- W-2	8,000.00
6217 · General Manager	5,000.00
6218 · Sales	
6219 · Sales Commisions	64,921.78
6220 · Sales Bonus	9,293.95
6221 · Car Allowance	6,550.00
Total 6218 · Sales	80,765.73
6232 · Admin/Other-1099	20,722.75
6235 · Payroll Taxes	26,223.96
6240 · Payroll Service Fees	2,056.80

	Jan - Apr 22
6248 · 401K Match	3,811.33
6260 · Staff Meetings	298.49
6265 · Training	2,743.50
6270 · Uniforms	323.17
Total 6210 · Payroll Expenses	213,945.73
6255 · Recruiting	12,000.00
6280 · Warranty	95.00
6300 · Auto and Truck Expenses	
6310 · Fuel	17,148.45
6320 · Auto Lease	2,684.72
6330 · Auto Repairs	4,066.49
6390 · Misc.	1,161.36
Total 6300 · Auto and Truck Expenses	25,061.02
6400 · Equipment Expenses	
6420 · Repairs and Maintenance	1,680.11
6430 · Shop Supplies	670.19
6440 · Tools and Small Equipment	695.03
6450 · Misc.	201.76
Total 6400 · Equipment Expenses	3,247.09
Total 6200 · Operations	254,348.84
6500 · G&A	
6550 · Travel Expense	
6570 · Lodging	-815.97
6580 · Meals and Entertainment	3,025.61
Total 6550 · Travel Expense	2,209.64
6600 · Insurance Expense	
6605 · Health Insurance	9,043.12
6606 · Health Insurance - Employee	1,776.60
6640 · General Liability	98.00
6650 · HSA	7,300.00
6660 · Life Insurance	2,549.40
6690 · Worker's Comp	38,116.00
Total 6600 · Insurance Expense	58,883.12
6700 · Office Expense	
6705 · Bank Service Charges	15.00
6706 · E-check charges	3,862.51
6710 · Business Licenses and Permits	971.23
6715 · Charitable Contributions	350.00
6725 · Credit Card Charges	379.43
6735 · Dues and Subscriptions	3,975.00
6750 · Misc. Expenses	47.96
6755 · Office Supplies	1,123.59
6765 · Postage and Delivery	894.11
6775 · Rent Expense	12,000.00
6780 · Taxes	
6782 · Use Tax	20,691.68

	Jan - Apr 22
6783 · State	4,300.00
8784 · Unemployment Tax	1,246.69
6780 · Taxes - Other	734.64
Total 6780 · Taxes	26,973.01
6785 · Utilities	360.00
Total 6700 · Office Expense	50,951.84
6800 · Technology Services	
6810 · Answering Service	1,717.90
6840 · Telephone Expense	922.64
6850 · Computer and Internet Expenses	1,637.98
6860 · Web/SEO	11,525.58
Total 6800 · Technology Services	15,804.10
Total 6500 · G&A	127,848.70
Total Expense	445,715.23
Net Ordinary Income	206,453.59
Other Income/Expense	
Other Income	
7000 · Interest Income	24.83
Total Other Income	24.83
Other Expense	
9000 · Ask My Accountant	-1,069.94
Total Other Expense	-1,069.94
Net Other Income	1,094.77
Net Income	**207,548.36**

AUDITED FINANCIAL STATEMENTS

GRANITE GARAGE FLOORS FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2021

GRANITE GARAGE FLOORS FRANCHISING, LLC
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AKIVA MANNE
CERTIFIED PUBLIC ACCOUNTANT
905 HARRISON ST ALLENTOWN, PA 18103

INDEPENDENT AUDITOR'S REPORT

To the Member of
Granite Garage Floors Franchising, LLC

Opinion

We have audited the financial statements of Granite Garage Floors Franchising, LLC which comprises the balance sheets as of December 31, 2021, and 2020, the related statements of operations, changes in member's equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of Granite Garage Floors Franchising, LLC as of December 31, 2021, and 2020, and the results of its operations and its cash flows for the for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Granite Garage Floors Franchising, LLC, 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 the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

Exercise professional judgment and maintain professional skepticism throughout the audit.

Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Granite Garage Floors Franchising, LLC's internal control. Accordingly, no such opinion is expressed.

Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Granite Garage Floors Franchising, LLC's ability to continue as a going concern for a reasonable period of time.

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

Akiva Manne CPA
Allentown PA
April 26, 2022

GRANITE GARAGE FLOORS FRANCHISING, LLC
BALANCE SHEETS

	DECEMBER 31	
	2021	2020
ASSETS		
Current Assets		
Cash	$ 372,296	$ 230,904
Accounts receivable	178,515	123,722
Due from related party	6,664	27,006
Deferred commissions	3,500	—
Total Current Assets	560,975	381,632
Deferred commissions, net of current	29,583	—
Total Assets	$ 590,558	$ 381,632
LIABILITIES AND MEMBER'S EQUITY		
Current Liabilities		
Accounts payable	$ 6,230	$ 60,283
Deferred franchise fees	44,302	25,302
Total Current Liabilities	50,532	85,585
Deferred franchise fees, net of current	242,346	190,148
Member's Equity	297,680	105,899
Total Liabilities and Member's Equity	$ 590,558	$ 381,632

See notes to financial statements

GRANITE GARAGE FLOORS FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND MEMBER'S EQUITY

	YEARS ENDING DECEMBER 31	
	2021	2020
Revenue		
Royalties	$ 499,045	$ 386,821
Franchise fees	38,802	38,528
Other income	35,919	31,252
Total Revenues	573,766	456,601
Operating Expenses	372,438	290,984
Income from Operations	201,328	165,617
Grant Income - PPP and EIDL	—	11,470
Net Income	201,328	177,087
Member's Equity - Beginning	105,899	98,207
Member's (Distributions)	(9,547)	(169,395)
Member's Equity - Ending	$ 297,680	$ 105,899

See notes to financial statements

GRANITE GARAGE FLOORS FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDING DECEMBER 31	
	2021	2020
Cash Flows from Operating Activities		
Net Income	$ 201,328	$ 177,087
Adjustments to reconcile net income to net cash provided by operating activities:		
Accounts receivable	(54,793)	(21,356)
Due from related party	20,342	(24,406)
Deferred commissions	(33,083)	—
Accounts payable	(54,053)	20,070
Deferred franchise fees	71,198	83,094
	150,939	234,489
Cash from Investing Activities		
Member's distributions	(9,547)	(169,395)
Increase in Cash	141,392	65,094
Cash - Beginning of Year	230,904	165,810
Cash - End of Year	$ 372,296	$ 230,904

See notes to financial statements

1. THE COMPANY

Granite Garage Floor Franchising, LLC ("the Company") was formed as a limited liability company in June 2013. The Company was formed to grant the rights to own and operate a business that markets and installs residential floor coating systems that look and last like granite. The Company shall grant each franchisee a nontransferable right to license to use the "System", the proprietary methods, the proprietary marks and to provide services in accordance with the franchised business which includes certain trade names, service marks, trademarks, logos, and emblems.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to receipt or disbursement of funds.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a Granite Garage Floor Franchise for a specified number of years.

Concentration of Credit Risk-financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents and franchisee accounts receivable. The balances in the Company's cash accounts did exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000 by $172,396 at December 31, 2021. The Company maintains its cash and cash equivalents with accredited financial institutions.

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 revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income-The Company has elected to be taxed as an S corporation for federal and state income tax purposes. Income and expenses for the Company pass through directly to the member and is reported on his individual income tax returns. Therefore, no provision or liability for federal income tax has been included in the financial statements.

3. REVENUE RECOGNITION

The Company records revenue in accordance Accounting Standards Board ("FASB") and Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers (Topic 606). The transaction price attributable to performance obligations are recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation are amortized over the life of the related franchise agreements. Commissions paid for franchises are amortized over the life of the franchise agreement. The Company adopted ASC-606 and ASU 2021-02 using the modified retrospective method starting with January 1, 2020.

Upon adoption the Company recorded an increase in deferred revenue and a cumulative adjustment to increase retained earnings by $132,356 on their Balance Sheets.

4. DEFERRED FRANCHISE FEES AND COMMISSIONS

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606"), the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2021, and 2020, were $286,648 and $215,450, respectively. The deferred commissions paid but not yet amortized as of December 31, 2021, and 2020, were $33,083 and $0, respectively.

5. RELATED PARTY TRANSACTIONS

From time to time, the Company makes advances to related parties or companies with common ownership. These advances bear no interest and are payable upon demand. At December 31, 2021 and 2020, the balances due from related parties were $6,664 and $27,006, respectively.

The Company has a management agreement between with a related Company, whereby they share limited expenses paid in full by the related party and these expenses are allocated back to the Company. The shared expenses include, rent, utilities, phone, accounting, meals, computers. The allocated expenses paid for the years ending December 31, 2021, and 2020 were $51,272 and $45,342, respectively.

6. COVID-19 AND THE PAYCHECK PROTECTION PROGRAM

During the second quarter of 2020 the Company received an unsecured loan in the amount of $10,470 under the Paycheck Protection Program (the "PPP") plus an EIDL grant of $1,000, which was established under the Coronavirus Aid, Relief, and Economic Security Act ("the CARES Act"). Upon receiving documentation of loan forgiveness, the Company elected to recognize government grant income separately within "other income" to present a clear distinction in its financial statements between its operating income and the amount of net income resulting from the PPP loan and subsequent forgiveness.

7. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events were evaluated through April 26, 2022, the date the financial statements were available to be issued.

GRANITE GARAGE FLOORS FRANCHISING, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2020

GRANITE GARAGE FLOORS FRANCHISING, LLC
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AKIVA MANNE
CERTIFIED PUBLIC ACCOUNTANT
905 HARRISON ST ALLENTOWN, PA 18103

INDEPENDENT AUDITOR'S REPORT

To the Members of
Granite Garage Floors Franchising, LLC

We have audited the accompanying financial statements of Granite Garage Floors Franchising, LLC which comprise the balance sheet as of December 31, 2030 and the related statements of operations, changes in members' equity, and cash flows for the year ended December 31, 2020, and the related notes to financial statements. The financial statements for the year ending December 31, 2019 were audited by other auditors whose report dated April 14, 2020 included an unqualified opinion of those statements.

Management's Responsibility 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. This includes 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.

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite Garage Floors Franchising, LLC as of December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Akiva Manne, CPA
July 7, 2021

GRANITE GARAGE FLOORS FRANCHISING, LLC
BALANCE SHEETS

	DECEMBER 31	
	2020	2019
ASSETS		
Current assets		
Cash	$ 230,904	$ 165,810
Accounts receivable	123,722	102,366
Due from related parties	27,006	2,600
Total Assets	$ 381,632	$ 270,776
LIABILITIES AND MEMBERS' EQUITY		
Current Liabilities		
Accounts payable	$ 60,283	$ 40,213
Deferred revenue	25,302	15,140
Total Current Liabilities	85,585	55,353
Deferred revenue, net of current	190,148	117,216
Members' equity	105,899	98,207
Total Liabilities and Members' Equity	$ 381,632	$ 270,776

See notes to financial statements

GRANITE GARAGE FLOORS FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY

	YEARS ENDING DECEMBER 31	
	2020	2019
Revenue		
Royalties	$ 386,821	$ 233,505
Franchise Fees	38,528	121,450
Other Income	24,364	—
	449,713	354,955
Operating Expenses	284,096	192,423
Income from Operations	165,617	162,532
Grant Income - PPP and EIDL	11,470	—
Net Income	177,087	162,532
Members' Equity - Beginning	98,207	108,532
Restatement - Revenue Recognition	—	(132,356)
Members' Distributions	(169,395)	(40,501)
Members' Equity - End of Year	$ 105,899	$ 98,207

See notes to financial statements

GRANITE GARAGE FLOORS FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	YEARS ENDING DECEMBER 31	
	2020	2019
Cash from Operating Activities		
Net Income from Operations	$ 177,087	$ 162,532
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Accounts receivable	(21,356)	(43,517)
Due from related parties	(24,406)	(2,600)
Accounts payable	20,070	37,733
Deferred revenue	83,094	—
	234,489	154,148
Cash from Investing Activities		
Member distributions	(169,395)	(40,501)
Increase in cash	65,094	113,647
Cash - Beginning of Period	165,810	52,163
Cash - End of Period	$ 230,904	$ 165,810

See notes to financial statements
4

GRANITE GARAGE FLOORS FRANCHISING, LLC
NOTES TO FINANCIAL STATEMENTS

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1. THE COMPANY

Granite Garage Floor Franchising, LLC ("the Company") was formed as a limited liability company in June 2013. The Company was formed to grant the rights to own and operate a business that markets and installs residential floor coating systems that look and last like granite. The Company shall grant each franchisee a nontransferable right to license to use the "System", the proprietary methods, the proprietary marks and to provide services in accordance with the franchised business which includes certain trade names, service marks, trademarks, logos, and emblems.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting-The accompanying financial statements have been prepared on an accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under the accrual method, revenues are recognized when earned and expenses are recognized when a liability is incurred, without regard to receipt or disbursement of funds.

Franchise Arrangements-The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a Granite Garage Floor Franchise for a specified number of years.

Concentration of Credit Risk-financial instruments that potentially expose the Company to concentration of credit risk primarily consist of cash and cash equivalents and franchisee accounts receivable. The balances in the Company's cash accounts did exceed the Federal Deposit Insurance Company's (FDIC) insurance limit of $ 250,000. The Company maintains its cash and cash equivalents with accredited financial institutions.

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 revenues and expenses during the reporting period. Actual results could vary from those estimates.

Taxes on Income-The Company has elected to be taxed as an S corporation for federal and state income tax purposes. Income and expenses for the Company pass through directly to the member and is reported on his individual income tax returns. Therefore, no provision or liability for federal income tax has been included in the financial statements.

3. REVENUE RECOGNITION

In May 2014, the FASB issued a new accounting standard ASU No. 2014-09, *"Revenue from Contracts with Customers (Topic 606)*", that attempts to establish a uniform basis for recording revenue to virtually all industries' financial statements. The revenue standard's core principle is to recognize revenue when promised goods or services are transferred to customers in an amount that reflects the consideration expected to be received for those goods or services. Additionally, the new guidance requires enhanced disclosure to help financial statement users better understand the nature, amount, timing and uncertainty of the revenue recorded.

The new standard changed how the Company records initial franchise fees. Under Legacy GAAP, franchise fees, which are non-refundable, were recognized as income when substantially all services to be performed by the Company and conditions relating to the sale of the franchise were performed or satisfied, which generally occurred when the franchisee commenced operations.

The new standard requires that the franchise fee received from franchisees be allocated to distinct performance obligation. The following services ("distinct performance obligations") are typically provided by the Company prior to the opening of a franchise location.

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services, and lease negotiations.
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping.
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes or about regulations affecting the franchisee's business; and
- Inspection, testing, and other quality control programs.

The transaction price attributable to distinct performance obligations are then be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation is amortized over the life of the related franchise agreement.

Brokerage and employee commissions paid for the sale of a franchise are also affected by the changes in revenue recognition for franchise fees. Commissions paid are recognized as an expense in the same ratio as franchise fees are recognized as a percentage of the total fee paid. Any unrecognized fees paid are classified as deferred franchise fee expense on the balance sheet.

Upon adoption as of January 1, 2020, the Company recorded an increase in deferred revenue and a cumulative adjustment to increase retained earnings by $132,356 on their Balance Sheets.

4. DEFERRED FRANCHISE FEES

In compliance with the Financial Accounting Standards Board ("FASB") new accounting standards for revenue recognition ("Topic 606"), the Company records its non-refundable franchise fees, net of amounts earned based on allowable direct services, as deferred revenues, to be recognized over the life of the franchise agreement. The non-refundable franchise fees received but not yet earned as of December 31, 2020 and 2019, were $215,450 and $132,356, respectively.

5. RELATED PARTY TRANSACTIONS

From time to time, the Company makes advances to related parties or companies with common ownership. These advances bear no interest and are payable upon demand. At December 31, 2020 and 2019, the balances due from related parties were $27,006 and $2,600, respectively.

6. COVID-19 AND THE PAYCHECK PROTECTION PROGRAM

The global outbreak of COVID-19 was declared a pandemic by the World Health Organization and a national emergency by the U.S. government in March 2020 and has negatively affected the U.S. economy. The continuing impact on the Company's business has contributed to and may continue to have a material adverse effect on the Company's business, results of operations, financial condition, and cash flows.

During the second quarter of 2020 the Company received an unsecured loan in the amount of $10,470 under the Paycheck Protection Program (the "PPP") plus an EIDL grant of $1,000, which was established under the Coronavirus Aid, Relief, and Economic Security Act ("the CARES Act"). Under the CARES Act loan forgiveness is available for the sum of documented payroll costs, covered rent payments and covered utilities during the measurement period beginning on the date of first disbursement of the PPP loans.

The PPP loan matures five years from the date of the first disbursement of proceeds to the Company and accrues interest at a fixed rate of 1%. Payments are deferred for at least the first six months and payable in 54 equal consecutive monthly installments of principal and interest commencing upon expiration of the deferral period of the PPP loan date.

U.S. GAAP does not contain authoritative accounting standards for forgivable loans provided by governmental entities to a for-profit entity. The Company determined it most appropriate to account for the PPP loan proceeds as an in-substance government grant because the Company has applied for forgiveness and believes it is reasonably certain they have met the qualifications for forgiveness. The Company has elected to recognize government grant income separately within other income to present a clear distinction in its financial statements between its operating income and the amount of net income resulting from the PPP loan and subsequent forgiveness.

7. SUBSEQUENT EVENTS

The Company evaluates events that have occurred after the balance sheet date but before the financial statements are issued. Based upon the evaluation, the Company did not identify any recognized or non-recognized subsequent events that would have required further adjustment or disclosure in the financial statements. Subsequent events were evaluated through July 7, 2021, the date the financial statements were available to be issued.

EXHIBIT F

MANUAL'S TABLE OF CONTENTS

(attached)

GGF Operations Manual

Table of Contents

		#Pages
1.	GGF Supplier List	1
2.	GGF Graphics	
a.	Brochures/Ad Copy Forms	2
b.	Signage Order Form	1
c.	Tent Order Form	2
d.	T-shirts & Embroidery	3
3.	GGF Invoice/Estimate Template	2
4.	GGF Human Resources	
a.	Job Descriptions- Installers, P-T admin	3
b.	Independent Contractor Agreement	8
c.	1099 Compensation Plan Templates	2
d.	Required Insurance Limits	2
5.	GGF Customer Sales Pitch	16
6.	GGF Builder/Designer Trade Pitch	8
7.	GGF Event Marketing Set-Up	2
8.	Generic Email Responses	7
9.	Networking Tracking Examples	7

Installation Guidelines

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		#Pages
1.	GGF Installation Part 1- Preparation	6
2.	GGF Installation Part 2- Coating	11
3.	GGF Mixing Guidelines	3
4.	GGF Work Order Sample	10
5.	Installation Precautions/Tricks of Trade	4
6.	Patching & Expansion Joint Best Practices	2
7.	Threshold Finishing Options & Precautions	2
8.	Stem Wall Coating Examples	2
9.	Hot-Tire Pick-Up Examples	1
10.	Moisture/Delamination Examples	6
11.	GGF/NPI Coating Specs & Guidelines	6
12.	NPI Technical Bulletins	11
13.	NPI LEED/VOC Compliance	7
14.	GGF NPI MSDS Sheets	22
15.	NPI Cleaning & Maintenance Guidelines	1

Customer Sales Presentation

Table of Contents

		#Pages
1.	Company Overview	2
2.	Installation Process & Timeline	6
3.	GGF System Benefits	1
4.	GGF Finishes –Granite, Quartz, Terrazzo	2
5.	Complete Job Pictures	4
6.	Experience, Warranty, Return to Service	2
7.	GGF Standard Pricing	1
8.	Customer References	2

Territory Management

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		#Pages
1.	Installation Schedule	1
2.	Lead Tracking	2
3.	AD Planning	3
4.	GGF Customer List	4
5.	Estimates Tabs	
a.	Active	1
b.	Installed	1
c.	Scheduled	1
d.	Confirmed	1
e.	Quoted	1

EXHIBIT G

LIST OF STATE ADMINISTRATORS

AND

AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS
AND AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

CALIFORNIA California Department of Financial Protection and Innovation Franchise Division 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll Free (866) 275-2677 1515 K Street, Suite 200 Sacramento, CA 95814 (916) 445-7205 1350 Front Street San Diego, CA 92101 (619) 525-4233 One Sansome Street, Suite 600 San Francisco, CA 94104 (415) 972-8559	**CONNECTICUT** State of Connecticut Department of Banking Securities Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent: Banking Commissioner
HAWAII (state administrator) Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722 (for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722	**ILLINOIS** Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465

INDIANA (state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681 (for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531	**MARYLAND** (state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360 (for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN (state administrator) Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48931 (517) 335-7567 (for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909	**MINNESOTA** (state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1638 (for service of process) Minnesota Commissioner of Commerce

NEW YORK (state administrator) NYS Department of Law Investor Protection Bureau 28 Liberty Street 21st Floor New York, New York 10005 (212) 416-8222 (for service of process) Attn: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492	**NORTH DAKOTA** North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor Dept 414 Bismarck, North Dakota 58505-0510 (701) 328-4712 (for service of process) Securities Division
OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	**RHODE ISLAND** State of Rhode Island and Providence Plantations Department of Business Regulation 1511 Pontiac Avenue, Bldg 69-1 Cranston, Rhode Island 02920 (401) 462-9527
SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, South Dakota 57501 (605) 773-3563	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051 (for service of process) Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733

WASHINGTON (state administrator) Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760 (for service of process) Director of Dept. of Financial Institutions Securities Division 150 Israel Rd SW Tumwater WA 98501 (360)902-8760	**WISCONSIN** (state administrator) Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-8557 (for service of process) Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705

EXHIBIT H

LIST OF CURRENT FRANCHISEES AS OF DECEMBER 31, 2021

Chris Morgan
3480 S. Camellia Pl.
Chandler, AZ 85248
480-404-2499
chris@granitegaragefloors.com

Todd Carstens
757 E 20th Avenue
Suite 370-440
Denver, Colorado 80205
720-420-1210
todd@granitegaragefloors.com

Sean Franco
554 South Crescent Drive
Hollywood, FL 33021
954-558-9056
sean@granitegaragefloors.com

Gil Mandel
1904 Dewitt St.
Panama City, FL 32401
850-771-8554

Rich Whiddon
9668 Woodmont Place
Windermere, FL 34786
407-235-4425
rich@granitegaragefloors.com

Greg Slicker
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Leawood, KS 66206
612-919-6124
greg@granitegaragefloors.com

Keith McQuaid
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Baltimore, MD 21212
410-925-5681
kmcquiad@granitegaragefloors.com

David Vincent
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Lincoln, NE 68506
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david@granitegaragefloors.com

Keith O'Dell
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Durham, NC 27707
919-886-3110
keith@granitegaragefloors.com

Justin Roche
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Suite 329
Weddington, NC 28104
704-900-4383
justin@granitegaragefloors.com

Dan Minninger
626 Deer Valley Drive
Hixson, TN 37343
423-661-9555
dan@granitegaragefloors.com

Hal Bruen
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Murfreesboro, TN 37128
615-398-4539
Hal@granitegaragefloors.com

Scott Schafer
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Suite 120-161
Southlake, TX 76092
817-789-5146
scott@granitegaragefloors.com

Kerry Gilbert
1245-G Cedar Rd #221
Chesapeake, VA 23322
757-375-6408
kerry@granitegaragefloors.com

Franchise Agreements Signed but Outlets Not Open as of December 31, 2021

None

Franchisees Who Have Left the System as of December 31, 2021

None

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.

RECEIPT (OUR COPY)

This disclosure document summarizes provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Granite Garage Floors Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires we give you this disclosure document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If Granite Garage Floors Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit G.

The Franchisor is Granite Garage Floors Franchising, LLC, 10945 State Bridge Road, Suite 401-171, Alpharetta, Georgia 30022, Tel. (770) 329-1751.

The Franchise Seller for this offering is Alan Mishkoff, 10945 State Bridge Road, Suite 401-171, Alpharetta, Georgia 30022, Tel. (770) 329-1751.

Issuance Date: June 10, 2022

See Exhibit G for our registered agents authorized to receive service of process.

I received a disclosure document dated June 10, 2022, that included the following Exhibits:

A. Franchise Agreement	F. Operating Manuals Tables of Contents
B. State Specific Addenda and Riders	G. List of State Administrators and List of Agents for Service of Process
C. General Release	H. List of Franchisees
D. Nondisclosure and Noncompete Agreement	
E. Financial Statements	

Date: _____ _____

(Do not leave blank) Signature of Prospective Franchisee

Print Name

Please sign this copy of the receipt, date your signature, and return it to Granite Garage Floors Franchising, LLC, 10945 State Bridge Road, Suite 401-171, Alpharetta, Georgia 30022, Tel. (770) 329-1751.

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