

FRANCHISE DISCLOSURE DOCUMENT

Garage Living Franchise Systems USA, Inc.

a Delaware corporation
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We offer a franchise for the operation of a business that provides design, supply and installation of residential garage organizers, cabinetry, concrete floor coatings, car lifts, garage doors, garage door operators, renovations services and additional products and services related to residential garage renovations under the name “Garage Living.”

The total investment necessary to begin operation of a Garage Living franchise in a primary market is \$244,450 to \$321,650. This includes between \$114,500 and \$139,500 that must be paid to the franchisor or its affiliate.

The total investment necessary to begin operation of a Garage Living franchise in a secondary market is \$21,500 to \$164,250. This includes between \$44,500 and \$54,500 that must be paid to the franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive the disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 Aaron Cash at 201 Chrislea Road, Vaughan, Ontario, Canada L4L 8N6 and (905) 856-7175.

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

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

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

Issuance Date: April 11, 2025

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 Exhibits D and E.
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 G 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 Garage Living 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 Garage Living franchisee?	Item 20 or Exhibits D and E 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 agency information in Exhibit A.

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 Delaware. Out-of-state 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 Delaware than in your own state.
2. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's ability to provide services and support to you.
3. **Sales Performance Requirement.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor designates or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
5. **Mandatory minimum payments.** You must make minimum royalty or advertising fund payments regardless of your sales levels. Your inability to make payments may result in termination of your franchise and loss of your investment.

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

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

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

- (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 the Michigan Franchise Investment 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 mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to: Michigan Attorney General's Office, Consumer Protection Division, Attention: Franchise Section, G. Mennen Williams Building, 1st Floor, 525 West Ottawa Street, Lansing, Michigan 4893, Telephone Number: 517-373-7117.

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

The Franchisor

Garage Living Franchise Systems USA, Inc. (“we”, “us” or “our”) is a Delaware corporation that was incorporated on July 28, 2014, and has its principal place of business at 201 Chrislea Road, Vaughan, Ontario, Canada L4L 8N6. We do business under our corporate name and the proprietary mark “Garage Living”. We will refer to the person or owner, partner or other entity who buys this franchise as “you” throughout this Disclosure Document.

We are offering franchises for the operation of “Garage Living” businesses (the “Business” or “Franchised Business”). We do not own or operate a Business of the type being franchised. We have never offered franchises in any other line of business, and we have no other business activities. We began selling franchises in the United States in February 2015. The principal business addresses of our agents for service of process is 131 Continental Drive, Suite 305, Newark, Delaware 19713, and the state agency addresses shown on Exhibit A.

Our Parents, Affiliates and Predecessors

We have no predecessor or parent company. Our first affiliate is Garage Living Franchise Systems Inc., a Canadian corporation headquartered at our address (“GLF CAN”). GLF CAN does not own or operate a business of the type being franchised, it is an approved supplier of any product or service that you must purchase, and it will not guarantee our performance. GLF CAN has offered “Garage Living” franchises in Canada since March 2014. Our Affiliate is an approved supplier of Slatwall panels and accessories, stock modular cabinetry, coating fluid and related materials, overhead storage racks and other standard organizers, showroom fixtures and displays. Our Affiliate has never offered franchises in this or any other line of business.

Our second affiliate is Garage Living of Ontario Inc. (formerly named Garage Living Inc.), a Canadian corporation headquartered at our address (“Affiliate”). Our Affiliate owns and operates one business of the type being franchised which has been in operation since September 2005. Our Affiliate owns the proprietary marks which it has licensed to us so that we may sublicense them to our franchisees. Our Affiliate has never offered franchises in this or any other line of business.

Our third affiliate is GLF Australia Inc., a Canadian corporate headquartered at our address. Our affiliate was incorporated in 2023 and has been granted a license to operate as the Garage Living franchisor for Australia and New Zealand. GLF Australia has awarded two territories in Sydney and Melbourne Australia. Our Affiliate has never offered franchises in any other line of business.

Our fourth affiliate is GLF DFW Inc. a Canadian corporate headquartered at our address. GLF DFW Inc. was incorporated in 2024 and is the majority shareholder of Garage Living of Dallas Fort Worth. Our Affiliate has never offered franchises in this or any other line of business.

Our fifth affiliate is GL DFW Ltd., a US C-Corp headquartered at 413 Saint Tropez Dr. Southlake, TX 76092. Our affiliate was incorporated in 2024 and operates the Garage Living of Dallas Fort Worth Franchise. Our affiliate acquired the assets of the franchise operation from Wolf Den Autosport, LLC. Our fourth affiliate owns 75% of GL DFW Ltd. And Wolf Den Autosport Inc. owns 25%. Conway and Jennifer Reimer are the owners are Wolf Den Autosport, LLC. Our Affiliate has never offered franchises in any other line of business.

The Franchise Offered

Garage Living Businesses are businesses providing design, supply and installation of residential garage organizers, cabinetry, concrete floor coatings, car lifts, garage doors, garage door operators, renovations services and additional products and services related to residential garage renovations (the “Products and Services”). Our System includes interior design, layout, color scheme, fixtures and furnishings; specific equipment, materials and supplies; methods, uniform standards, specifications and procedures for operations; procedures for management control; training and assistance; and merchandising, advertising and promotional programs, all of which may be changed, improved and further developed by us (the “System”). The System is identified by certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including the mark “Garage Living” as are now designated and together with any other proprietary marks as we may designate in writing in the future for use with the System (the “Proprietary Marks”).

A Garage Living Business in a primary market is operated from a light industrial, commercial or retail space with 3,000 to 4,000 square feet of space total, including approximately 800 to 1,000 square feet for a showroom, 400 to 500 square feet for office space, and the remainder for warehouse space. Your leased space must include sufficient parking for customers and service vehicles, and must have a loading dock or a drive-in door – ideally having both types of doors is optimal. A Garage Living Business in a secondary market is operated from a light industrial or commercial space with 1,000 to 2,000 square feet of space total, including approximately 200 to 600 square feet for office, a portion of which may be used for a small showroom space, and the remainder for warehouse space. Your leased space must include sufficient parking for customers and service vehicles and must have a loading dock or a drive-in door.

We offer you a franchise agreement (the “Franchise Agreement”) which gives you the right to establish and operate one Business within an assigned Designated Territory and the right to use the Proprietary Marks and the System solely with the operation of the Franchised Business. Your Business must at all times be under the direct, on-site supervision of a “Designated Operator”. Your Designated Operator must have a 75% ownership interest in you and must have decision making authority with respect to your Business.

Market and Competition

You will provide the Products and Services to residential and commercial customers in your Designated Territory. Your target market includes residential customers with above average income demographics. Your target market does not include do-it-yourself consumers, but you may sell products for consumers to pick up at your Business.

The market for the Products and Services is growing, and you will be competing against other companies that provide similar products and services, including local, regional and national companies, some of which may be franchise systems. The Business may be seasonal, depending on where your Business is located.

Industry Specific Laws

You must comply with all applicable laws, rules and regulations applicable to a Garage Living Business, and you may have to obtain certain licenses and/or certifications to operate the Business. The Business may be subject to state and local licensing requirements, permitting and certification laws and ordinances. For example, in certain states franchisees will be required to obtain a state contracting license in a specified class. Also, franchisees may be required to comply with regulations of state home

improvement commissions which require the submission of an application evidencing prior experience in the home improvement field, the completion of an exam and/or the payment of fee for a license. In some instances, state contracting and home improvement licenses are only available with proof of several years prior relevant industry experience by an individual applicant or the employee of a corporate applicant. The operation of the Business is affected by OSHA regulations and state and local laws which govern dust collection processes.

You should consult with your attorney concerning those and other local laws and ordinances that may affect the operation of your Franchised Business, as well as the licenses you may need to obtain.

ITEM 2 BUSINESS EXPERIENCE

President – Aaron Cash

Mr. Cash has been our President since our inception in July 2014. He has been Director and President of GLF CAN (Vaughan, Ontario, Canada) since its inception in November 2013, and he has been a managing partner of our second affiliate since September 2005.

Corporate Secretary and Director – Daniel Albo

Mr. Albo has been our Corporate Secretary and Director since our inception in July 2014, and he has been President and a managing partner of our second affiliate since May 2009 (Vaughan, Ontario, Canada).

Vice President of Franchise Marketing, Operations and Execution – Conway Reimer

Mr. Reimer joined the organization in 2018 as the owner and franchise partner of Garage Living of Texas including the markets of Austin-San Antonio, Dallas Fort Worth and Houston.

Vice President of Product Development and Supply Chain– Corbee Dutchburn

Mr. Dutchburn joined the company and its first affiliate in November 2018 to establish and grow our product development department. In March 2022, Mr. Dutchburn assumed responsibility for the supply chain operation (Vaughan, Ontario, Canada).

Director of Franchise Operations and Development – Kevin Lamb

Mr. Lamb has been our Director of Franchise Operations and Development since October 2022. Prior to this role, Mr. Lamb was in the position of Franchise Business Coach with the Organization since joining in October 2021. Prior to Garage Living, Mr. Lamb was the Director of Operations for Dynapple Management Corporation O/A Applebee's Neighborhood Grill & Bar in Richmond Hill, Ontario from July 2011 to August 2020.

Director of Franchise Training and Support – Gary DiStefano Jr.

Mr. DiStefano Jr. has been our Director of Training and Support since October 2022. Prior to this role, Mr. DiStefano Jr. was in the position of a Franchise Business Coach with the Organization since joining in September of 2021. Prior to his role with the corporation, Mr. DiStefano Jr. was a Garage Living franchisee in Jacksonville, Florida from April 2015 to September 2021.

Controller – Sandy Lui

Ms. Liu joined the company as our corporate controller and the controller of our first and second affiliates in March 2022. Ms. Liu previously served as project account manager for FER-PAL Infrastructure in Toronto, Ontario from April 2021 to January 2022, as controller for Pack-Smart Inc. in Vaughn, Ontario from March 2020 to April 2021, and as regional financial controller for ReneSola North America in Toronto, Ontario from March 2016 to March 2020.

ITEM 3 LITIGATION

Garage Living Franchise Systems USA, Inc. (“Plaintiff”, “GLF USA”) v. David Hinderland, Kendra Hinderland, Jace Hinderland, Elbert J. Powers, Lone Star Luxury Garages, LLC and Garage Living of Dallas/Ft. Worth, LLC (“Defendants”) Cause No. 18-10422-431; District Court, 431st Judicial District (“Court”), Denton County, Texas. On November 6, 2018, GLF USA filed an action against Defendants for outstanding monies owed for products purchased from GLF USA’s affiliate and fees due to GLF USA, Defendants forming a company in direct competition with GLF USA using the confidential intellectual property, business model and physical assets of GLF USA. The Court issued a temporary restraining order in December 2018 and a temporary injunction in January 2019. On November 15, 2019, the court entered a permanent injunction against the Defendants and closed the case.

Garage Living Franchise Systems USA, Inc., et al. v. Ted Wettstein, et al., Civil Action No. 24-cv-278 (M.D. Fl. Feb. 23, 2024). This matter was filed by Garage Living Franchise Systems USA, Inc. and Garage Living Franchise Systems, Inc. against our former franchisee, Ted Wettstein, and those acting in concert with him, alleging violations of the post-term restrictive covenants contained in his Garage Living Franchise Agreement, and trademark infringement and trade dress infringement, amongst other causes of action, as a result of Defendants’ conduct. The parties agreed to enter a Consent Injunction and Dismissal Order, whereby the former franchisee has agreed to fully comply with his post-term non-competition obligation, and the co-Defendants agreed to certain limitations on their business operations, and all Defendants agreed to transfer certain intellectual property to us and our affiliate. Defendants, jointly and severally, also agreed to make a payment to us and our affiliate, in a confidential sum, to resolve the litigation. On April 11, 2024, the parties entered into a settlement agreement, and the court entered a consent injunction and dismissal order and closed the case.

No other litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

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

ITEM 5 INITIAL FEES

When you sign the Franchise Agreement for a primary market you must pay us an initial franchise fee in the amount of \$60,000 for a single territory. When you sign the Franchise Agreement and Secondary Market Addendum for a secondary market you must pay us an initial franchise fee in the amount of \$30,000 for a single territory. The initial franchise fee is fully earned by us and is not refundable.

You must purchase from our affiliate your initial inventory of Slatwall panels and accessories, stock modular cabinetry, coating fluid and related materials, overhead storage racks and other standard

organizers. We estimate that the cost of your initial inventory of these items will be between \$20,000 and \$25,000 for a primary market and between \$5,000 and \$10,000 for a secondary market. If for any reason your Business fails to open, the products may be returned and a refund of 50% of the cost will be issued to you, less shipping and restocking fees.

In addition to the initial inventory, if you purchase a primary market, you must purchase from our affiliate some of the showroom fixtures and displays. We estimate the total cost of fixtures and displays for the showroom purchased from our affiliate will be between \$30,000 and \$50,000. Showroom fixtures and displays for a secondary market will be dependent on the size of the space available. This amount is estimated at between \$5,000 and \$10,000. If for any reason your Business fails to open, the standard fixtures and displays that have not yet been installed in your showroom may be returned and a refund of 50% of the cost will be issued to you, less shipping and restocking fees. Custom displays are not refundable under any circumstances.

Our affiliate has established volume discounts with various equipment suppliers for the grinding equipment. This includes the large grinder and vacuums. The approximate discounted price for this equipment depending on the package chosen ranges from \$35,000 to \$45,000. Should you choose to lease this equipment through a third party, our affiliate may still facilitate the sale at the discounted prices.

You must pay us \$4,500 for the development of your “micro-site” website that will be designed and deployed for your specific franchised territory. This amount is payable when the Franchise Agreement is signed and is not refundable under any circumstances.

There are no other payments to or purchases from us or our affiliates that you must make before your Business opens.

**ITEM 6
OTHER FEES**

Name of Fee	Amount	Date Due	Remarks
Royalty (Note 1)	Primary Market: 6.5% of Gross Revenue Secondary Market: \$2,000 per month.	Primary Market: Royalty reports are due on the 7 th day following the last day of the previous month and payments are due on the 15 th day of the month Secondary Market: Due on the first business day of each month plus applicable taxes.	Payable by electronic funds transfer. Funds must be made available in your account for withdrawal. We may require payment other than by electronic funds transfer, and you must comply with our payment instructions
Marketing Fee	Primary Market: \$1,200 per month	Payable at the same time and in the same manner as the Royalty Fee	The Marketing Fund is described in Item 11. Upon notice to you, we may increase the Marketing Fee up to 3% of Gross Revenue for

Name of Fee	Amount	Date Due	Remarks
	Secondary Market: \$1,400 per month		a Primary Market and up to \$1,600 per month for a Secondary Market.
Local Marketing	3% -6% of Gross Revenue	Must be spent annually according to a marketing plan that we will develop with you.	You must promote your Business within your Designated Territory. All marketing materials that you propose to use must be approved by us before you use it. After your first year of operation we may, on an annual basis, adjust your local marketing requirement based on your individual circumstances. In no event will we require you to spend more than 6% of Gross Revenue for local marketing
Marketing Cooperatives (Note 2)	As determined by the members, not to exceed 3% -6% of Gross Revenue	As determined by the members	Marketing cooperatives are described in Item 11. Any amount you contribute to a cooperative will count toward your local marketing requirement
Local Digital Marketing	Determined by the Franchisee and confirmed by signed contract prior to the period of the expenditure	Will be automatically billed by credit card when the bill is received.	<p>For Primary Markets, we will operate the majority of the digital marketing program for every franchisee. As part of this program, franchisees will be able to allocate local budget dollars to Pay-Per-Click (PPC) Google Adwords marketing.</p> <p>For Secondary Markets, the franchisor operates all digital marketing initiatives for all franchisees. Franchisees in secondary markets will have the ability to customize their digital marketing</p>
Initial Training Program – Additional or Replacement Employees	<p>Our then-current training fee per person, plus expenses</p> <p>Current training fee = \$2,000 for employees; \$6,500 for designated operators</p>	Before training begins	The cost to train up to three people is included in the initial franchise fee. If you want us to provide our initial training program to additional employees either before your Business opens or while it is operating, you must pay our then-current training fee. You will also pay all of your trainees’ expenses while attending training, including travel, lodging, meals and wages

Name of Fee	Amount	Date Due	Remarks
Additional On-Site Training	Our then-current daily rate per trainer, plus expenses Current daily rate = \$250	15 days after billing	If you request that we provide additional training at your Business location or if we determine that additional training is necessary, you must pay our hourly rate for each trainer we send, and you must reimburse each trainer's expenses, including travel, lodging and meals
Transfer Fee	\$24,500	\$4,500 payable with request for transfer; \$20,000 payable upon closing of transfer	No fee is imposed for a one time transfer from individual(s) to a corporate entity formed for the convenience of franchise ownership. We may also require you to pay to us a \$10,000 deposit toward payments you owe that come up within six months after the transfer (subject to state law)
Successor Agreement Fee	Reimbursement of our costs related to your Successor Agreement request (estimated to be between \$1,000 and \$5,000)	On demand	
Interest on Overdue Amounts	15% per annum or highest amount allowed under state law, whichever is lower	On demand	Payable on all overdue amounts. Interest accrues from the original due date until payment is received in full
Audit	Cost of the audit (estimated to be between \$1,000 and \$5,000). You must also pay any understated amount plus interest	On demand	Payable if an audit is required due to your failure to provide required reports, or if any audit shows that you have understated Gross Revenue or any amount owed to us by 2% or more
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable upon your failure to comply with your agreement
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from your Business's operations
Liquidated Damages	See Note 3	15 days after termination	

Name of Fee	Amount	Date Due	Remarks
Testing of New Products or Suppliers	Reimbursement of our costs, but not more than \$1,000	If incurred	If you request that we evaluate a new product or supplier for the System
Insurance	Reimbursement of premium costs plus a 10% administrative	On demand	If you do not maintain the required insurance, we may (but are not required to) obtain insurance for you
Management Fee	5% of Gross Revenue, plus expenses	If incurred	We may step in and manage your business in certain circumstances, including your death, disability or prolonged absence
Computer System Maintenance Fees	Up to \$1,500	Annually	We recommend, but do not require, that you have a maintenance contract for your computer system. Payable to your local supplier
Software License Fees	Primary Market: \$750 to \$1,500 Secondary Market: \$1,500 to \$3,000	Annually	Paid to as a reimbursement to us with proof of payment to the vendor. Actual fees will depend on the number of licenses that you purchase.
Trade Dress Updates	Will vary under the circumstances	As incurred	We may periodically require you to update the trade dress on your service vehicles and/or your showroom, which may require you to install new color schemes, logos, and signage. We will not make this request more frequently than every five years
Call Center Fees	To be determined	To be determined	We reserve the right to set up a call center to process calls and orders for Products and Services. If we set up a call center, we may designate that participation in the call center is mandatory for all Garage Living Businesses and you must pay us a reasonable processing charge for each order processed and/or a reasonable monthly charge for the right to access the Call Center, at such time as we shall determine.
Legal Compliance	Will vary under the circumstances	As invoiced	With respect to any fees or other costs which may be payable on account of federal, state, municipal

Name of Fee	Amount	Date Due	Remarks
Reimbursement Fee			and other governmental laws, regulations and rules applicable to the Business and/or the System compliance requirements, if we are billed in bulk on account of such program(s) for our franchisees' businesses and/or the System, we shall reasonably allocate your portion thereof and you shall pay and/or reimburse us such allocated amount upon receipt of invoice.
Customer Compensation Reimbursement Fee	To be determined, not to exceed the amount given to the complaining customer	As invoiced	If a customer lodges a complaint respecting you or your Business directly with us, we shall deal with the complaint on the basis of the customer service policy including we shall have the right to compensate the customer as we determine including, for example, by giving money back or a credit towards future purchases. You shall reimburse us for any compensation we may give the customer.

All fees are uniformly imposed by and payable to us, except as otherwise noted in the chart, and are non-refundable.

1. "Gross Revenue" means the total amount of all sales and other income (whether sales are of a retail, wholesale or other nature) derived from conducting the Business or any other activities at or from the Premises and otherwise within the Designated Territory, whether or not amounts are collected and whether payment is made by way of cash, credit or otherwise. No allowance shall be made for bad debts. Gross Revenue shall include all sales made by telephone and other electronic means, all sales generated from the Premises and all sales of any kind made in the Designated Territory. Gross Revenue shall not include any sales tax, provided that sales tax is collected by you from customers and provided the amount of the sales tax is in fact paid by you to the applicable governmental authority. If you conduct business in any manner outside of the Designated Territory, any revenue of any kind generated from conducting business outside of the Designated Territory shall be included in Gross Revenue. In jurisdictions where Use Tax is collected on the cost of materials, a calculation will be done to reduce revenue by this amount prior to the submission of a monthly report.

If you do not report your Gross Revenue when required, we may debit your account 120% of the last Royalty and Marketing Fee that we debited. If the Royalty and Marketing Fee we debit are less than the Royalty and Marketing Fee, you actually owe us, once we have been able to determine your true and correct Gross Revenue, we will debit your account for the balance on a day we specify. If the Royalty and Marketing Fee we debit are greater than the Royalty and Marketing Fee

you actually owe us, we will credit the excess against the amount we otherwise would debit from your account for the next payment due.

If any state imposes a sales or other tax on the Royalty Fee, then we have the right to collect this tax from you.

2. Businesses owned and operated by us and/or our affiliates may, but are not required to, participate in marketing cooperatives along with our franchisees and if they do participate they will have the same voting rights as our franchisees. No Business (or commonly controlled group of Businesses) will have more than 25% of the total vote on marketing cooperative matters.
3. If we terminate your Franchise Agreement for cause, you must pay us within 15 days after the effective date of termination liquidated damages equal to the average monthly Royalty Fees you paid or owed to us during the 12 months of operation preceding the effective date of termination multiplied by (a) 24 (being the number of months in two full years), or (b) the number of months remaining in the Agreement had it not been terminated, whichever is lower.

**ITEM 7
ESTIMATED INITIAL INVESTMENT -PRIMARY MARKET**

YOUR ESTIMATED INITIAL INVESTMENT

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee (1)	\$60,000	Lump Sum	When Franchise Agreement is signed	Us
Rent – 3 Months (2)	\$9,000 - \$15,000	As Arranged	As Arranged	Landlord
Lease, Utility and Security Deposits	\$1,200 - \$2,400	As Arranged	As Arranged	Landlord, Utility Companies
Leasehold	\$30,000 to \$35,000	As	As Arranged	Contractor

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Improvements (3)		Arranged		
Signage	\$3,000 to 5,000	As Arranged	As Arranged	Suppliers
Furniture, Fixtures and Displays (4)	\$30,000 to \$50,000	As Arranged	As Arranged	Suppliers and Us
Equipment (5)	\$35,000 - \$45,000	As Arranged	As Arranged	Suppliers
Vehicle (6)	\$3,500 to \$4,000	As Arranged	As Arranged	Suppliers
Computer System and Software (7)	\$7,000 to \$9,000	As Arranged	As Arranged	Suppliers
Licenses and Permits (8)	\$500 to \$750	As Arranged	As Arranged	Government Agencies
Professional Fees (9)	\$1,500 to \$3,000	As Arranged	As Arranged	Attorney, Accountant, Etc.
Initial Inventory (10)	\$20,000 to \$25,000	As Arranged	As Arranged	Us
Insurance – Annual Premium (11)	\$1,750 to \$3,500	As Arranged	As Arranged	Insurance Companies
Training Expenses (12)	\$3,000 to \$5,000	As Arranged	As Arranged	Airline, Hotel, Restaurants, Etc.
Grand Opening Promotional Campaign (13)	\$4,500	Lump Sum	As arranged	Suppliers
“Micro-site” website development fee (14)	\$4,500	Lump Sum	When Franchise Agreement is signed.	Us
Additional Funds – 3 months (15)	\$30,000 to \$50,000	As Needed	As Needed	Vendors, Suppliers, Employees, etc.
TOTAL (16)	\$244,450 to \$321,650			

ESTIMATED INITIAL INVESTMENT – SECONDARY MARKETS

YOUR ESTIMATED INITIAL INVESTMENT

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
Initial Franchise Fee (1)	\$30,000	Lump Sum	When Franchise Agreement is signed	Us
Rent – 3 Months (2)	\$3,000 - \$6,000	As Arranged	As Arranged	Landlord
Lease, Utility and Security Deposits	\$750 - \$1,250	As Arranged	As Arranged	Landlord, Utility Companies
Leasehold Improvements (3)	\$10,000 - \$15,000	As Arranged	As Arranged	Contractor
Signage	\$1,500 - \$2,500	As Arranged	As Arranged	Suppliers
Furniture, Fixtures and Displays (4)	\$5,000 – 10,000	As Arranged	As Arranged	Suppliers and Us
Equipment (5)	\$35,000 - \$45,000	As Arranged	As Arranged	Suppliers
Vehicle (6)	\$3,000 to \$4,000	As Arranged	As Arranged	Suppliers
Computer System and Software (7)	\$5,500 to \$7,500	As Arranged	As Arranged	Suppliers
Licenses and Permits (8)	\$250 to \$500	As Arranged	As Arranged	Government Agencies
Professional Fees (9)	\$1,000 to \$2,500	As	As Arranged	Attorney,

(1) Type of Expenditure	(2) Amount	(3) Method of Payment	(4) When Due	(5) To Whom Payment is to be Made
		Arranged		Accountant, Etc.
Initial Inventory (10)	\$5,000 - \$10,000	As Arranged	As Arranged	Us
Insurance – Annual Premium (11)	\$1,500 to \$3,000	As Arranged	As Arranged	Insurance Companies
Training Expenses (12)	\$2,000 to \$4,000	As Arranged	As Arranged	Airline, Hotel, Restaurants, Etc.
Grand Opening Promotional Campaign (13)	\$3,500	Lump Sum	As arranged	Suppliers
“Micro-site” website development fee (14)	\$4,500	Lump Sum	When Franchise Agreement is signed.	Us
Additional Funds – 3 months (15)	\$10,000 to \$15,000	As Needed	As Needed	Vendors, Suppliers, Employees, etc.
TOTAL (16)	\$121,500 to \$164,250			

In general, none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. We do not finance any portion of your initial investment.

1 Initial Franchise Fee. The initial franchise fee is discussed in Item 5.

2 Rent. If you do not own adequate or appropriate space, you must build or lease the space for your Business. Our estimates assume that you will lease the space for your Business. The typical space for a Garage Living Business in a primary market ranges from 3,000 to 5,000 square feet of space in a light industrial, commercial or retail space. The typical required space for a Garage Living Business in a secondary market ranges from 1,000 to 2,000 square feet in a light industrial, commercial or retail space. Landlords may vary the base rental rate and charge rent based on a percentage of Gross Revenue. In addition to base rent, your lease may require you to pay common area maintenance charges (“CAM Charges”) for your pro rata share of the real estate taxes and insurance, and your pro rata share of other charges. The actual amount you pay under the lease will vary depending on the size of the Business, the types of charges that are allocated to tenants under the lease, your ability to negotiate with landlords and the prevailing rental rates in the geographic region. If you choose to purchase real property on which to build your Business, your initial investment will be higher than what we estimate above. If you purchase real property, we cannot estimate how this purchase will affect your total initial investment.

- 3 ***Leasehold Improvements.*** Your leased space will need leasehold improvements to meet our then-current image for all Garage Living Businesses. The leasehold improvements may include flooring, wall covering, and the like, and will include the build-out of your showroom according to our specifications. The actual cost of your leasehold improvements will depend on labor rates for the area in which your Business is located, whether you must use union labor, the condition of the leased premises and how much the premises must be renovated. These costs may vary depending on whether certain of these costs will be incurred by the landlord or through landlord tenant improvement contributions, and the condition of the space before you take possession of the premises. Our estimate does not include any tenant improvement allowance that you may negotiate.
- 4 ***Furniture and Fixtures.*** The furniture and fixtures you will need includes basic office furniture, salesmen desks, guest chairs and décor items. You must also include the product displays in your showroom that we require. We estimate the total cost of fixtures and displays for the showroom purchased from our affiliate will be between \$20,000 and \$30,000 for a primary market and between \$5,000 and \$10,000 for a secondary market.
- 5 ***Equipment -*** The equipment you will need includes concrete grinders, generators, dust collectors, ladders, power tools, hand tools, and the like. Our affiliate has established volume discounts with various equipment suppliers for the grinding equipment. This includes the large grinder and vacuums. The approximate discounted price for this equipment depending on the package chosen ranges from \$35,000 to \$45,000. Should you choose to lease this equipment through a third party, our affiliate may still facilitate the sale at the discounted prices.
- 6 ***Vehicle.*** You must have a service vehicle that must have the lettering, graphics and/or vehicle wrap that we require. Your installation vehicle must be a 16-foot cube truck with an electric lift. The service vehicle is typically a GMC 2500 Savanna or similar and may be new or used. If you purchase or lease a used vehicle, it must be less than three years old and have no visible body damage or rust. Your vehicle must be approved by us before you purchase or lease it.

We recommend leasing or financing the vehicle. If the vehicle is purchased, you would have to pay a substantial amount which could be \$50,000 or higher depending upon the vehicle you purchase. Our estimate assumes you will lease or finance the vehicle, and our estimate includes a down payment of \$3,000 to \$5,000, plus lettering, graphics and/or vehicle wrap of approximately \$2,000 to \$3,500, plus three months of lease payments at \$1,500 to \$2,000 per month.
- 7 ***Computer System.*** You must have the computer system with the software that we require. Additional information regarding the required computer system is in Item 11.
- 8 ***Licenses and Permits.*** Before you open your Franchised Business, you must obtain any required licenses and business permits. You must verify all of the licenses and permits that you need for your Business.
- 9 ***Professional Fees.*** You may need legal assistance in forming a corporate entity to purchase the franchise.
- 10 ***Initial Inventory.*** Your initial inventory includes materials for projects, hardware and other consumables for project installations, and basic office supplies.

- 11 Insurance.** The figures in the chart represent the estimated annual premium for the insurance you must have. You will generally pay your premiums monthly, quarterly or semi-annually. Our insurance requirements are included in Item 8.
- 12 Training Expenses.** We will provide our initial training program to you and two additional trainees for no additional fee. If you wish to have additional people attend our initial training program, you must pay our then-current training fee for each additional trainee. Our estimate includes the expenses your three trainees will incur while attending the training program, including travel, lodging, meals and applicable wages. The cost of travel and living expenses will vary depending on the number of people attending training, the distance you must travel and the accommodation you choose.
- 13 Grand Opening Promotional Campaign.** You must budget \$4,500 for your grand opening promotional campaign and we will plan the campaign with you.
- 14 “Micro-site” Website Development Fee.** You must pay us \$4,500 for the development of your “micro-site” website that will be designed and deployed for your specific franchised territory.
- 15 Additional Funds.** You will need capital to support ongoing expenses, such as payroll, supplies, utilities, Royalty Fees and Marketing Fees, if these costs are not covered by sales revenue for your first three months of operation. We estimate that the amount given will be sufficient to cover ongoing expenses for the start-up phase of the business, which we calculate to be three months, and does not include any sales you may generate during this period. This is only an estimate and there is no guarantee that additional working capital will not be necessary during this start-up phase or after.
- 16 16. Total.** We relied upon our Affiliate’s experience in operating a similar business since 2005 when preparing these figures. However, these figures are merely estimates.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Our reputation and goodwill is based on, and can be maintained only by, the sale of high-quality Products and Services and the presentation, packaging, service and sale of those services, products and materials in an efficient and appealing manner. We have developed standards and specifications for various services, products, materials and supplies sold at or used in the operation of our Businesses. You must operate your Business according to these standards. These standards will regulate the types, models and brands of required fixtures, furnishings, equipment, computer hardware and software, signs, materials and supplies to be used in operating your Business, required or authorized equipment, products and services offered to customers and product categories and designated or approved suppliers of these items (which may be limited to or include us).

We will provide you a list of approved products and suppliers. We reserve the right to earn a profit from the sale of these items to our franchisees. Currently our second affiliate, Garage Living Franchise Systems Inc. (Canada) is the sole approved supplier for Wall Organizers, Overhead Storage, GL Signature Cabinetry and GL Premium Cabinetry, GL Tecnica Cabinetry, GL Vantage Cabinetry, and Floortex Coating products. During the fiscal year ending December 31, 2024, our second affiliate generated revenue of \$14,720,831 USD from the sale of products to our franchisees. Our second affiliate, Garage Living of Ontario (Formerly Garage Living Inc.) did not earn any revenue from the sale of items to our franchisee during the fiscal year ending December 31, 2024.

Aaron Cash and Daniel Albo own an interest in our first and second affiliates. None of our officers have an ownership interest in any other approved supplier.

If you want to use any product, material or render any service that does not comply with the standards of the System or is to be purchased from a supplier that has not yet been approved, you must first submit a written request for approval of the proposed product or supplier and obtain our approval of the product or supplier before purchasing the product or any items from this supplier. We will, within a reasonable time (within 15 days), notify you in writing (including by e-mail or updates to the Operations Manual) of our decision. We will establish procedures for submitting requests for approval of items and suppliers and may impose limits on the number of approved items and suppliers. Approval of a supplier may be conditioned on requirements relating to product quality, production and delivery capabilities, ability to meet our supply commitments, financial stability, integrity of standards of service, familiarity with our System and ability to negotiate favorable terms for our franchisees. We do not generally make available our criteria for product or supplier approval. You must reimburse the expenses we incur in evaluating the product or supplier you suggest, but not more than \$1,000.

We are not obligated to approve any product, material or supplier that you suggest. We reserve the right to disapprove any product, material or supplier if we believe, using our best business judgment, that approval would not be in the best interests of the System. We may also restrict the number of approved suppliers in an effort to standardize our System and to achieve the best prices for all Garage Living Businesses.

All of your required purchases and leases made from us, our affiliates or according to our specifications represent approximately 50% to 55% of your total purchases and leases in connection with the establishment of your Business and approximately 90% to 95% of your overall purchases and leases in operating the Business.

We may negotiate purchase arrangements with suppliers, including price terms, for the benefit of all Garage Living Businesses in the System. There are currently no purchasing or distribution cooperatives, but we reserve the right to establish these in the future. We do not provide you with material benefits, such as renewal of the franchise or the grant of additional franchises, based on your purchases of particular products or suppliers or purchases from designated suppliers.

We have the right to collect and retain any and all allowances, rebates, credits, incentives, or benefits (collectively, "Allowances") offered by manufacturers, suppliers, and distributors to you, to us, or to our affiliates, based upon your purchases of products and services from manufacturers, suppliers, and distributors. We or our affiliates will have all of your right, title, and interest in and to any and all of these Allowances. We or our affiliates may collect and retain any or all of these Allowances without restriction (unless otherwise instructed by the manufacturer, supplier, or distributor). During the fiscal year ended December 31, 2024, we did not earn any Allowances based on purchases by our franchisees from approved suppliers.

You must purchase all equipment, products and items used or offered for sale at your Business for which we have established standards or specifications solely from suppliers (including manufacturers, distributors and other sources) who demonstrate, to our continuing reasonable satisfaction, the ability to meet our standards and specifications, who possess adequate quality controls and capacity to supply your needs promptly and reliably, and who have been approved by us in the Operations Manual or otherwise in writing. In the future, either we or an affiliate may develop and be a supplier of proprietary items that you must purchase for use in the operation of your Business and we reserve the right to earn a profit on sales of these items to our franchisees. We may revoke our approval of particular products or suppliers when we determine, in our sole discretion, that the products or suppliers no longer meet our standards. Notice of

revocation of any previously approved product or supplier will provide to you in writing, including e-mail. Upon receipt of the written notice of revocation, you must stop selling any disapproved products and stop purchasing from any disapproved supplier.

You must at all times maintain an inventory of approved supplies sufficient in quantity and variety to be in compliance with the Operations Manual and to provide efficient services to your customers.

We may conduct market research and testing to determine consumer trends and the salability of new products, materials and services. You must cooperate by participating in our market research programs, test marketing new products and services and providing reports and other relevant information regarding marketing research. In connection with any test marketing, you must purchase a reasonable quantity of products to be tested and effectively promote and make a reasonable effort to sell the products, materials and services.

You must select a site that you propose to use for your Business and you must submit to us all information we require to evaluate the site you propose. You may not obtain the site (by lease, sublease or purchase agreement) until the site has been approved by us. We reserve the right to review any lease, sublease or purchase agreement for the approved site before you sign it. In addition, we reserve the right to require you and your landlord to sign our form of Collateral Assignment of Lease, attached to the Franchise Agreement as Schedule K, which permits us to assume your lease in certain circumstances.

You must arrange for blueprints and/or construction plans to be prepared for the build-out of your Business. We reserve the right to designate the architect or design firm that you must use. We will provide you with our requirements for the layout of your Business. Any blueprints or construction plans must be submitted to us for our approval before you may begin construction. Our review is only meant to verify compliance with our standards and presentation of the Proprietary Marks. You must make sure that the plans are in compliance with all applicable laws, ordinances and building codes. You may not open your Business until we have approved it for opening.

You must purchase or lease the computer system with the software that we require, as well as certain equipment needed to install Approved Products. We reserve the right to designate the supplier for the required computer system and any equipment.

You must have an installation vehicle that must have the lettering, graphics and/or vehicle wrap that we require. Your service vehicle must be a 16-foot cube truck with step bumper and pull-out ramp. The service vehicle is typically a GMC 2500 Savanna or Isuzu Diesel or similar and may be new or used. If you purchase or lease a used vehicle, it must be less than three years old and have no visible body damage or rust. Your vehicle must be approved by us before you purchase or lease it.

Any marketing materials that you wish to use and that have not been developed by us or approved by us within the immediately preceding 12-month period must be submitted to us for our review not later before you may use the marketing materials. If we do not notify you that the materials have been approved within 15 days after we receive them, then the materials are deemed not approved. We reserve the right to require you to include certain language in your marketing materials, such as "Franchises Available" and our website address and telephone number.

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, the insurance coverage that we require. We may regulate the types, amounts, terms and conditions of insurance coverage required for your Business and standards for underwriters of policies providing required insurance coverage. Your insurance must be written by an insurance company authorized to do business in the state where your Business is located. You must provide us with a copy of your insurance

certificate and your insurance policies must name us as “hold harmless” and as an additional named insured. The certificate of insurance must be provided to us before you will be permitted to begin operating your Business and must be provided to us upon the renewal of each policy. In addition, we may also regulate one or more of the following: required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to do so; our right to defend claims; and similar matters relating to insured and uninsured claims.

You currently must maintain, in the amounts we prescribe, unless otherwise approved in writing, the following insurance coverages: (1) comprehensive general liability insurance with a minimum coverage of \$2,000,000 per occurrence; (2) worker’s compensation and employers liability insurance as required by applicable state law; (3) automobile liability insurance with a minimum of \$1,000,000 per occurrence for any vehicles used with the Franchised Business; (4) third party liability insurance with a minimum coverage of \$1,000,000; (5) property insurance for the leased premises at 100% replacement coverage; (6) any other insurance required by the terms of your lease; and (7) any other insurance that you must have according to your state’s laws and/or regulations. You must also obtain any additional insurance coverages that we may require in the future.

You must maintain all required policies in force during the entire term of the Franchise Agreement and any renewal terms. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances. Each insurance policy must name us (and, if we request, our directors, employees or shareholders) as additional insureds and must provide us with 30 days’ advance written notice of any material modification, cancellation or expiration of the policy. If you fail to obtain the insurance coverages that we require, we may (but are not obligated to) obtain coverage on your behalf. You must reimburse any costs we incur related to obtaining insurance coverage for you, plus a 10% administrative fee.

ITEM 9 FRANCHISEE’S OBLIGATIONS

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

Obligation	Article in Franchise Agreement	Disclosure Document Item
(a) Site selection and acquisition/ lease	5	Items 7 and 11
(b) Pre-opening purchases/leases	5	Items 5, 7 and 8
(c) Site development and other pre-opening requirements	5	Items 7 and 11
(d) Initial and ongoing training	6	Items 6, 7 and 11
(e) Opening	5	Item 11
(f) Fees	3	Items 5, 6, 7 and 11
(g) Compliance with standards and policies/Operating Manual	8	Items 8, 11, 14 and 16

Obligation	Article in Franchise Agreement	Disclosure Document Item
(h) Trademarks and proprietary information	12	Items 13 and 14
(i) Restrictions on products/services offered	8	Items 8 and 16
(j) Warranty and customer service requirements	8	Not applicable
(k) Territorial development and sales quotas	Not applicable	Item 12
(l) On-going product/service purchases	8	Item 8
(m) Maintenance, appearance and remodeling requirements	8	Item 11
(n) Insurance	8	Items 7 and 8
(o) Advertising	11	Items 6, 7 and 11
(p) Indemnification	8	Item 6
(q) Owner's participation/ management/ staffing	8	Items 11 and 15
(r) Records/reports	10	Item 6
(s) Inspection/audits	8 and 10	Item 6
(t) Transfer	16	Items 6 and 17
(u) Renewal	4	Items 6 and 17
(v) Post-termination obligations	15	Item 17
(w) Non-competition covenants	13	Item 17
(x) Dispute resolution	20	Item 17
(y) Liquidated Damages	15	Item 6

**ITEM 10
FINANCING**

We do not offer direct or indirect financing. We do not guarantee your note, lease or any other obligation. We may refer you to third party financing sources for the purchase or lease of equipment, but we have no control over their decision whether to offer financing to you and we do not receive a referral fee for referring you or any other franchisee to the third party for financing.

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

Except as listed below, Garage Living Franchise Systems USA, Inc. is not required to provide you with any assistance.

Pre-Opening Obligations

Before you open your Business, we will:

1. Approve the location for your Franchised Business and identify the boundaries of your Designated Territory (Franchise Agreement – Section 5.01).
2. Provide you with a design plan for the build-out of your Business, including the showroom (Franchise Agreement – Section 5.01). You must have your architect or design professional adapt our standard design plan for the size and layout of your premises. We reserve the right to designate the architect or design professional you must use. We also must approve of your construction plans before build-out of your Business begins. Our review of your construction plans will only relate to compliance with our requirements and presentation of the Proprietary Marks.
3. Provide an initial training program for up to three people in the operation of a Franchised Business, the cost of which is included in your initial franchise fee (Franchise Agreement – Section 6.01). This training is described in detail later in this Item.
4. Lend you one copy of the Operations Manual after you have completed our initial training program to our satisfaction (Franchise Agreement – Section 8.01(b)). We may provide the Operations Manual to you electronically. This Manual remains our property.
5. Provide you with a Design Plan which includes specifications for the vehicle, equipment, tools, initial inventory and computer system you will need to purchase or lease for the Franchised Business (Franchise Agreement – Section 5.02). We do not provide, purchase, deliver, or install any of these items for you. These items would all be purchased from approved vendors with designs or plans provided by us, and certain inventory items, showroom displays and fixtures must be purchased from us.
6. Plan your grand opening promotional campaign with you (Franchise Agreement – Section 11.01).

Continuing Obligations

During the operation of your Business, we will:

1. If we establish one or more websites accessible through one or more uniform resource locators (“URLs”), we may design and provide for the benefit of your Business a “micro-site” website for the promotion of your Business (Franchise Agreement – Section 8.01 (bb)).
2. Provide guidance and assistance in the operation of your Business. This guidance may be provided in the form of periodic correspondence, including telephone, e-mail or written communications, and periodic visits and will cover topics such as products or services to be offered to customers; improvements and developments in your Business; pricing; administrative, bookkeeping, accounting and inventory control procedures; and operating problems encountered by you (Franchise Agreement – Section 7.01).
3. Provide periodic refresher training (Franchise Agreement – Sections 6.03 and 6.04).
4. Provide at your request, or if we determine it is necessary, additional training or assistance on-site at your Business (Franchise Agreement – Section 6.05). You must pay our then-current daily fee

for each trainer we send to you, and you must reimburse each trainer's expenses while providing additional training or assistance.

5. Suggest pricing to you for the Products and Services, and we may determine the maximum prices you may charge (Franchise Agreement – Section 8.01(t)). You do not have to accept our suggested pricing but you must comply with any maximum prices we set, if we choose to set a maximum. If you choose to vary your prices from the pricing structure we suggest, we must approve of the prices you set.

6. Hold franchisee conventions at our headquarters or at another location to provide additional training, recertification, and to introduce new products or services. We do not have to hold a convention until we believe it is beneficial to do so (Franchise Agreement – Section 6.04).

8. Periodically introduce new products and/or services that your Franchised Business will offer to your customers (Franchise Agreement – Section 11.04(b)).

9. Administer the Marketing Fund (Franchise Agreement – Section 11.02).

Site Selection and Opening

You must select the site for your Business, and you must obtain our written approval of any proposed site in accordance with our procedures. Our written approval will not be unreasonably withheld if the site meets our minimum qualifications. Within 60 days after you sign the Franchise Agreement, you must submit to us the information we require to evaluate your proposed site. In evaluating a site we may consider the factors we deem material, including demographic characteristics, traffic patterns, parking, the predominant character of the neighborhood, competition within the area, rental obligations, and the site's size, appearance and other physical characteristics. We will have 30 days after receipt of all of the information we need to advise you whether the site is approved. Unless we provide our specific approval of a site, the site is deemed not approved. Our approval only indicates that the site meets our then-current minimum criteria for a Garage Living Business. If you are not able to locate a site within 60 days after you sign the Franchise Agreement, we may either provide you with an extension of this timeframe or we may terminate your Franchise Agreement.

Once we approve a proposed site, you must sign a lease for the site. The terms of your lease must not conflict with the terms of your Franchise Agreement, and the length of the lease should not be longer than the term length of your Franchise Agreement. You must submit the lease to us for our approval before you sign it. At our request, you and your landlord must sign our form of Collateral Assignment of Lease, attached as Schedule K to the Franchise Agreement.

We estimate that between three to six months will elapse from the date you sign the Franchise Agreement to the opening of your Business. Your Business must be opened for business not later than six months after the Franchise Agreement is signed. You may not open your Business for business until: (1) the initial training program we provide has been completed to our satisfaction by all required persons; (2) the initial franchise fee and all other amounts due to us have been paid; (3) you have furnished us with all certificates of insurance required by the Franchise Agreement; (4) you have obtained all required governmental permits, licenses and authorizations necessary for the operation of your Business; (5) your Business has been developed, constructed, equipped and stocked according to our specifications; (6) you are in full compliance with all the terms of the Franchise Agreement; and (7) we have approved your Business to open. Factors that may delay your opening the Franchised Business include shortages of required equipment, delays in delivery, construction delays, and whether you can complete the initial training program to our satisfaction without having to re-take any portion of the training. If your Business

is not opened within six months after you sign the Franchise Agreement, we may grant you an extension of this timeframe or we may terminate your Franchise Agreement.

Marketing Fund

We have established a Marketing fund (“Fund”) to promote the System, Franchised Businesses and the Products and Services. You must pay a Marketing Fee in an amount equal to 2% of Gross Revenue each month for a primary market and \$1,400 per month for a secondary market. With 30 days’ prior written notice to you, we may increase the Marketing Fee to a maximum of 3% of Gross Revenue for a primary market and up to a maximum of \$1,600 for a secondary market. Businesses owned by us and our affiliates may, but are not required to, pay the Marketing Fee into the Fund.

The Fund will be used for national and regional marketing, publicity and promotion relating to our business. We will determine, in our fully unrestricted discretion, the manner in which the Fund will be spent. Some portion of the Fund may be used for creative concept production, marketing surveys, test marketing and related purposes, and social media initiatives. We may use a portion of the Fund for the lead generation of new customers. We have the right to direct all marketing activities with sole discretion over creative concepts, materials and media used, as well as their placement and allocation.

We also have the right to determine, in our sole discretion, the composition of all geographic and market areas for the implementation of these marketing and promotional activities. The Fund is intended to maximize general public recognition in all media of the Proprietary Marks and patronage of Franchised Businesses and we have no obligation to make sure that expenditures of the Fund in or affecting any geographic area are proportionate or equivalent to payments of the Marketing Fee by franchisees operating in that geographic area, or that any Franchised Business will benefit directly or in proportion to the Marketing Fees paid for the development of advertising and marketing materials or the placement of advertising. We may use up to 25% of the Fund for marketing that is principally a solicitation for the sale of franchises.

We have the right to reimburse ourselves out of the Fund for the total costs (including indirect costs such as salaries for our employees who devote time and effort to Fund related activities) of developing, producing and distributing any marketing materials and collecting the Marketing Fee (including attorneys’, auditors’ and accountants’ fees and other expenses incurred in connection with collecting any Marketing Fee).

Funds from the Marketing Fees paid will be kept separate and distinct and will be accounted for separately from our other funds. These funds will not be used to defray any of our general operating expenses, except as described in the paragraph above. Any sums paid to the Fund that are not spent in the year they are collected will carry over to the following year. We will prepare, and furnish to you upon a written request, an annual, unaudited statement of funds collected, and costs incurred.

You authorize us to collect for a deposit into the Marketing Fund any advertising or promotional monies or credits offered by any supplier based upon your purchases from that supplier. Any advertising or promotional monies or credits we collect from any supplier based upon your purchases will not count toward your required payment of the Marketing Fee.

In the fiscal year ending December 31, 2024, 100% of the 2% marketing fund was spent on digital marketing programs. The fund allocates a fixed amount per month per franchisee to cover SEO, PPC Management, Website Maintenance and a digital reputation management program in addition to national marketing programs. Any contribution over this fixed amount is allocated to local digital marketing budgets. In the fiscal year ending December 31, 2024, 56.73% of all Marketing Fund dollars collected were

redirected to local digital marketing campaigns, 31.85% was directed to the fixed expenses to manage the digital marketing program and 11.42% of funds were allocated to national marketing initiatives.

Advisory Councils

We may establish one or more advisory councils to advise us on matters relating to the System, marketing, new products and services, or other matters. If we establish an advisory council, members will include our representatives and franchisee representatives. The franchisee representatives may be selected by us or may be selected by other franchisees. If formed, the advisory council will act in an advisory capacity only and will not have decision-making authority. We will have the right to form, merge, change or dissolve any advisory council. If you participate on an advisory council, you will pay all of your expenses related to your participation, such as travel and living expenses you incur to attend council meetings. In the year ending 2023 Garage Living had one Franchise Advisory Council consisting of six (6) franchisees/designated operators. The council met two times in person and two times by video conference. The council will be rotating members each year and will continue to meet quarterly.

Local Marketing

You must conduct local marketing to promote your Franchised Business in your Designated Territory and you must spend 6% of Gross Revenue each month for local marketing during your first year of operation. After your first year of operation, we may adjust the amount you must spend for local marketing based on your individual circumstances, but the amount requires you to spend will not be more than 6% of Gross Revenue. If we choose to reduce a franchisee's local marketing requirement based on that franchisee's individual circumstances, we are not required to grant you a similar reduction.

Any marketing or promotional materials produced by you or on your behalf, or that we have not approved of within the preceding 12-month period, may not be used until they have been approved of by us. You must submit the proposed materials to us before you intend to use them, and we will have 15 days to notify you whether the materials are approved. If we do not notify you within this 15-day period that the materials are approved, then they are deemed not approved. Any marketing materials submitted to us for our review will become our property and there will be no restriction on our use or distribution of these materials. You must periodically provide us with verification of all expenditures for local marketing and promotion within 30 days after we request it.

All marketing you conduct must include the trademark and/or copyright symbols we specify. We reserve the right to require you to include certain language in your marketing, such as "Franchises Available" and our website address and telephone number. You must report to us any misuse or unauthorized use of any promotional or advertising materials of which you become aware.

While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Designated Territory, you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Designated Territory. You may not directly solicit customers outside of your Designated Territory.

As part of any local marketing initiatives you may undertake, an important method to market the Business is through appearances at "home shows", "car shows" and other similar type shows which may occur within your Designated Territory. You must determine if, where and when these shows may be taking place within your Designated Territory, and you must use your best efforts to participate in these shows. Any costs you incur to participate in these shows will be applied against your annual local marketing requirement.

We reserve the right to take over and conduct your local marketing. If we do this, the marketing may be carried out for the Business itself and/or in co-operation with marketing being conducted by us for other businesses using the System and the Proprietary Marks (whether operated by us, an affiliate or another of our franchisees) in your Designated Territory and/or a regional market area as designated by us. If we take over your local marketing, we shall have no liability or obligation to you with respect to the conduct of local marketing for you, and all costs are payable by you and shall be paid immediately upon receipt of an invoice. We have no obligation to spend any amount on advertising in your area or Designated Territory.

Cooperative Marketing

We may form a marketing cooperative for an area where there are two or more Franchised Businesses, or we may approve of the formation of a marketing cooperative by our franchisees. If a cooperative is established for an area that includes your Designated Territory, you must become a member of the cooperative and contribute to the cooperative that amount agreed upon by the majority of the cooperative members at the times agreed upon by the majority and abide by the cooperative's rules. If the cooperative will operate from written governing documents, you may review those documents before you join the cooperative. Any amount that you contribute to a cooperative will count toward your local marketing requirement, but if the amount you contribute to a cooperative is less than the amount you must spend on local marketing you must still spend the difference locally. Combined, you will not spend more than 3%-6% of Gross Revenue. If we or our affiliates have a Business in the cooperative's area, that Business may, but is not obligated to, participate in the cooperative on the same basis as our franchisees.

Cooperatives are not required to prepare annual or periodic financial statements, but if they are prepared, they may be reviewed by you. We will have the power to require cooperatives to be formed, changed, dissolved or merged. Each Business in the cooperative will have one vote on all cooperative matters, but no one Business or commonly controlled group of Businesses may have more than 25% of the overall vote. If a Business owned by us or our affiliates participates in a cooperative, it will have the same voting rights as franchisee members.

Grand Opening Promotional Campaign

You must budget \$3,500 for your grand opening promotional campaign and we will plan the campaign with you.

Website

We alone may establish, maintain, modify or discontinue all internet, worldwide web and electronic commerce activities pertaining to the System. We may establish one or more websites accessible through one or more uniform resource locators ("URLs") and, if we do, we may design and provide for the benefit of your Business a "micro-site" website for the promotion of your Business. The development cost for your "micro-site" website is \$4,500. If we establish one or more websites or other modes of electronic commerce and if we provide a "micro-site" website for the promotion of your Business, you must routinely provide us with updated copy, photographs and news stories about your Business suitable for posting on your "micro-site" website. We reserve the right to specify the content, frequency and procedure you must follow for updating your "micro-site" website.

Any websites or other modes of electric commerce that we establish or maintain may – in addition to advertising and promoting the products and services available at Garage Living Businesses – also be devoted in part to offering Garage Living franchises for sale and be used by us to exploit the electronic commerce rights which we alone reserve.

In addition to these activities, we may also establish an intranet through which downloads of operations and marketing materials, exchanges of franchisee e-mail, System discussion forums and system-wide communications (among other activities) can be done. You may not maintain your own website; otherwise maintain a presence or advertise on the internet or any other mode of electronic commerce in connection with your Business; establish a link to any website we establish at or from any other website or page; or at any time establish any other website, electronic commerce presence or URL which in whole or in part incorporates “Garage Living” name or any name confusingly similar to the Proprietary Marks without our prior written consent.

You are not permitted to promote your Business or use any of the Proprietary Marks in any manner on any social or networking websites, such as Facebook, LinkedIn, Instagram, FourSquare or Twitter, without our prior written consent. We will control all social media initiatives. You must comply with our System standards regarding the use of social media in your Business’s operation, including prohibitions on your and the Business’s employees posting or blogging comments about the Business or the System, other than on a website established or authorized by us (“social media” includes personal blogs, common social networks like Facebook and MySpace, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools). We will provide access to branded social media pages/handles/assets, and you must update these regularly. We reserve the right to conduct collective/national campaigns via local social media on your behalf.

We alone will be, and at all times will remain, the sole owner of the copyrights to all material which appears on any website we establish and maintain, including any and all material you may furnish to us for your “micro-site” website.

Computer System

You must purchase the computer system we require, and our current specifications are included in our Operations Manual. The computer system you will need includes a Windows based computer with the following software: Cabinetvision. With our prior written consent only, you may use the existing computer system that you own. You may purchase your computer system from the vendor of your choice, unless we designate that you must use an approved supplier. Your computer system will provide you with the following functions: accounting, reporting, customer relationship management, inventory management, and project design. You must at all times maintain a high-speed internet connection for your computer system, such as a T-1 line, DSL or cable modem. We expect that the initial cost for your computer system, including all required software, will be between \$5,500 and \$7,500.

We strongly recommend, but do not require, that you have a maintenance contract for your computer system. If you choose to have a maintenance contract, we estimate that the cost will be up to \$1,500 per year. You will also have expenses to keep your software current, which we expect will be \$500 to \$1,000 annually.

In addition to the upfront investment in the computer system, you will be required to pay recurring monthly software licensing fees for accounting, CRM (customer relationship management), quoting and inventory as part of the GLMS platform. We expect the costs of this ongoing software licensing fees to be \$3,600 - \$5,000 annually. This cost will be applicable in both primary and secondary markets but will vary based on the size of the business and number of users that require access to the system.

We may require you, during the term of your Franchise Agreement, to update and/or upgrade your computer system and software, or purchase new computer hardware or software, for use in your Franchised

Business. There is no contractual limitation on either our ability to require you to purchase updates, upgrades or new components or the cost of any updates, upgrades or new components. Neither we nor any affiliate of ours will provide you with any maintenance, updates or upgrades for any other part of your computer system.

We will have independent access to the information and data you collect at all times. There are no limits regarding the information and data we may obtain from your computer system. There are no contractual limits on our access to information and data on your system. All data will become our property. You must make sure that we have access to your computer system and its data at all times.

Confidential Operations Manual

You must operate your Business according to the standards, methods, policies and procedures specified in the Manual. One copy of the Manual is loaned to you by us for the term of the Franchise Agreement after you complete our initial training program to our satisfaction. The Manual may be in paper or electronic format.

You must treat the Manual, any other of our manuals which are used in the operation of your Business, and the information in them as confidential, and must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise give them to any unauthorized person. The Manual will remain our sole property and must be kept in a secure place at your Business.

We may revise the contents of the Manual, and you must comply with each new or changed standard. You must make sure that the Manual is kept current at all times. In the event of any dispute as to the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling.

The Table of Contents of the Confidential Operations Manual is attached to this Disclosure Document as Exhibit F. Our Confidential Operations Manual includes approximately 312 pages.

Training Programs

Before your Franchised Business opens, we will provide you and up to two additional people (for a total three trainees) with a mandatory initial training program in the operation of your Business, which must be completed to our satisfaction not later than 30 days before your Business opens. Our training program is conducted at our headquarters in Vaughan, Ontario, Canada, at one of our Affiliate's businesses in Ontario, Canada or another location that we designate. The cost to provide the initial training program for the first three trainees is included in the initial franchise fee. If you wish to send additional trainees to our training program, you must pay our then-current training fee. You must also pay for all costs of travel, food, lodging, wages and other incidental expenses incurred by you and your trainees. (Franchise Agreement – Section 6.01.) Our training program lasts for approximately two weeks and must be completed to our satisfaction by all trainees. If you or your Designated Operator fail to complete the initial training program to our satisfaction, we may offer you or your Designated Operator the opportunity to re-take the training program, at your expense, or we may terminate your Franchise Agreement. In addition to the training that will be conducted at our headquarters, a third week of training will be provided at your Business immediately before it opens for business. This last week of training will ensure that all of the software systems, equipment and operating procedures are established for the three individuals that attended the head office training, in addition to any staff at your location.

We do not have a set schedule for offering our training program. The training program will be provided on an as-needed basis as new franchisees enter the System and new Franchised Businesses are scheduled to open. We reserve the right to train multiple franchisees and their trainees at any one session. We also reserve the right to modify our training program based on the individual needs and/or experience of a trainee.

The materials we use in our training program include our Operations Manual and any other materials that we believe will be beneficial to our franchisees in the training process. We project the following training schedule:

TRAINING PROGRAM

Subject	Hours of Online Learning	Hours of Classroom Training	Hours of Hands-on Training	Location
Business Planning	7	7	0	Vaughan/Your Business Location
Sales & Product Knowledge	4	4	15	Vaughan/Your Business Location
Administration/Accounting	20	2	2	Vaughan/Your Business Location
Marketing	0	3	0	Vaughan, ON
Installation	0	5	35	Vaughan, ON
In Market Support	0	0	30	Your Business Location

Our training program is conducted by Gary Distefano Jr. Nicolas Latina, Kevin Lamb, Aaron Cash, Sue Hall, Sandy Liu Daniel Albo, Daniele Chiarlitti, and others. The minimum experience of the instructors in the field that is relevant to the subject taught and our or our Affiliate’s operations is from 5 to 25 years.

We reserve the right to require you and certain of your employees to attend refresher training at a location determined by us. We may designate that attendance at refresher training is mandatory. We do not charge a fee for refresher training, but you must pay all expenses you and your trainees incur while attending any refresher training courses, including travel, lodging, meals and applicable wages.

We reserve the right to hold a meeting or convention of our franchisees, which may be held on a regional or national basis. We may specify that attendance at any franchisee meeting is mandatory unless the absence is excused by us. We may use a franchisee meeting to discuss new products or services, to discuss concerns with our franchisees, and/or to provide additional training. We will determine the location of the franchisee meeting, but we will not designate an unreasonably expensive location. We do not charge a separate fee for the franchisee meeting, but you must pay all expenses that you and your attendees incur, including travel, lodging, meals and applicable wages.

ITEM 12 TERRITORY

The Franchise Agreement grants you the right to operate your Business only within a Designated Territory, which will be designated in Schedule B to the Franchise Agreement (“Designated Territory”). This is your exclusive territory. Your Designated Territory includes an area that contains a minimum of 75,000 and a maximum of 170,000 qualified households. Qualified Households are households that are determined by household income, home values as they relate to the community, postal codes, shopping patterns, age of occupants, and other factors. A secondary market territory contains a minimum of 25,000 and maximum of 75,000 qualified households

There are minimum gross sales, market penetration or other contingencies that you must meet to maintain your interest in your Designated Territory. If you operate a primary market, you must meet the following average Gross Revenue amounts during the term of your Franchise Agreement:

Period	Average Gross Revenue
First Year of Operation	\$50,000 per month
Second Year of Operation	\$83,000 per month
Third Year of Operation	\$125,000 per month
Fourth Year of Operation	\$166,000 per month
Fifth Year of Operation	\$208,000 per month

If you operate a secondary market, you must meet the following average Gross Revenue amounts during the term of your Franchise Agreement:

Period	Average Gross Revenue
First Year of Operation	\$30,000 per month
Second Year of Operation	\$40,000 per month

If you do not meet the average Gross Revenue requirement the first time, you must take the remedial action that we require, which may include additional on-site training at your expense, additional local advertising or other measures, and you will have three months to achieve the required average Gross Revenue. If you do not meet the average Gross Revenue requirement a second time, we may reduce the size of your Designated Territory and we may require the additional remedial actions described above. If you do not meet the average Gross Revenue requirement a third time, we may terminate your Franchise Agreement.

You may not provide the Products and Services outside of your Designated Territory unless that customer is in an area that is not assigned to a franchisee. If you do provide Products and Services outside of your Designated Territory, then when the area is sold to another franchisee you must stop providing Products and Services to those customers. Franchisees are encouraged to participate in referral of business from adjoining territories.

You may relocate your Business only with our prior written approval and if you are in compliance with your Franchise Agreement. We will use our then-current site selection criteria to evaluate the new site for your Business that you propose. If we permit you to relocate your Business we may require you to sign a new Franchise Agreement (with a term equal to the remaining term under your original Franchise Agreement), but you will not have to pay a new initial franchise fee.

We (and any affiliates that we periodically might have) have the right:

- (1) To establish and operate, and grant rights to other franchise owners to establish and operate, Garage Living Businesses or similar businesses at any locations anywhere outside of your Designated Territory and on any terms and conditions we deem appropriate;
- (2) To sell services and products identical or similar to, or dissimilar from, those your Business sells, whether identified by the Proprietary Marks or other trademarks or service marks through alternative distribution channels (as defined below), anywhere outside of your Designated Territory;
- (3) To purchase or otherwise acquire the assets or controlling ownership of one or more businesses identical or similar to your Business (and/or franchise, license, and/or similar agreements for these businesses), some or all of which might be located anywhere;
- (4) To be acquired (regardless of the form of transaction) by a business identical or similar to Garage Living Businesses, even if the other business operates, franchises and/or licenses competitive businesses near your Business; and
- (5) To engage in any other business activities not expressly prohibited by the Franchise Agreement.

You may offer and sell the Products and Services and related products only from your Business and within your Designated Territory. You may not engage, without our prior written approval, in promotional activities or sell any products or services, whether directly or indirectly, through or on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system; through catalogs or other mail order devices sent or directed to customers or prospective customers located anywhere without our prior written approval; or by telecopy or other telephonic or electronic communications, including toll-free numbers, directed to or received from customers or prospective customers located anywhere. While you may place advertisements in printed media and on television and radio that are targeted to customers and prospective customers located within your Designated Territory, and you will not be deemed to be in violation of the Franchise Agreement if those advertisements, because of the natural circulation of the printed media or reach of television and radio, are viewed by prospective customers outside of your Designated Territory, you may not make any sales or deliver any products to customers located outside of your Designated Territory unless the customer is located in an area where there is not another Garage Living Business in operation. You may not directly solicit customers outside of your Designated Territory. You have no options, rights of first refusal, or similar rights to acquire additional franchises. You are not permitted to sell any products at wholesale. The boundaries of your Designated Territory will not change during the term of your Franchise Agreement unless you fail to meet the average Gross Revenue requirements described above.

We and our affiliates may sell products and services under the Proprietary Marks within and outside your Designated Territory through any method of distribution other than a dedicated Garage Living Business, including sales through channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing sales (together, “alternative distribution channels”). You may not use alternative distribution channels to make sales outside or inside your Designated Territory. We intend to forward all the leads generated from our Website to the Franchised Business closest to the customer. We will own all the leads generated from our Website.

If we choose to establish an on-line store or e-commerce business and if we receive orders for products and/or services placed through our website or other alternative distribution channels, then we or

one of our affiliates will fulfill the order and you will not be entitled to any portion of the revenue from this order, even if the order originates from or is delivered to an address within your Designated Territory.

Except for the Businesses owned and operated by our affiliates, we have not established other franchised or company-owned Businesses or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere.

As part of the process of renewing your Franchise Agreement, we reserve the right to re-evaluate your then-existing Designated Territory according to certain demographics, including population and number of households. Since your Designated Territory includes a certain minimum population and number of households, your Designated Territory under the Successor Franchise Agreement will be modified to accommodate shifts and changes in these demographics. Our intent is to make the target demographics of your successor Designated Territory similar to the target demographics of your original Designated Territory. A re-evaluation of your Designated Territory may result in your successor Designated Territory being smaller or larger than your original Designated Territory.

ITEM 13 TRADEMARKS

We grant to you the right to use certain trademarks, service marks and other commercial symbols in connection with the operation of your business under the Franchise Agreement. Our Affiliate, Garage Living of Ontario Inc., has registered the following principal marks on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

Proprietary Mark	Registration Date	Registration Number	Register
Garage Living (word mark)	4/5/2016	4,932,779	Principal
Garage Living (logo mark)	4/5/2016	4,932,780	Principal
OPEN UP TO AN ORGANIZED GARAGE (word mark)	3/29/2016	4,927,853	Principal

Our Affiliate intends to file all required documents to maintain its interests in and rights to the Proprietary Marks. We have filed all the required affidavits.

There are no currently effective determinations of the USPTO, the trademark administrator of this state or any court, nor is there any pending interference, opposition, or cancellation proceeding, nor any pending material litigation involving the Proprietary Marks which may be relevant to their use in this state or in any other state.

There are no agreements currently in effect which limit our right to use or to license others to use the Proprietary Marks, except for the perpetual, non-cancelable trademark license agreement between us and our Affiliate dated December 4, 2014.

You must promptly notify us of any suspected unauthorized use of the Proprietary Marks, any challenge to the validity of the Proprietary Marks, or any challenge to our ownership of, our right to use

and to license others to use, or your right to use, the Proprietary Marks. We have the sole right to direct and control any administrative proceeding or litigation involving the Proprietary Marks, including any settlement. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Proprietary Marks. We may defend you against any third-party claim, suit or demand arising out of your use of the Proprietary Marks. If we, in our sole discretion, determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement, will be borne by us. If we determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, the cost of the defense, including the cost of any judgment or settlement, will be yours. In the event of any litigation relating to your use of the Proprietary Marks, you must sign any and all documents and do the acts as may, in our opinion, be necessary to carry out the defense or prosecution, including becoming a nominal party to any legal action. Except if this litigation is the result of your use of the Proprietary Marks in a manner inconsistent with the terms of your Agreement, we will reimburse you for your out-of-pocket costs in doing these acts.

There are no infringing uses actually known to us that could materially affect your use of the Proprietary Marks in this state or elsewhere.

We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating under it, at our sole discretion, and you must incorporate any changed or substitute proprietary marks at your expense. We will have no obligation or liability to reimburse you for any costs you may incur as a result of any change or substitution.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not have an ownership interest in any patent or copyright that is material to the franchise. You do not receive the right to use an item covered by a patent or copyright, but you can use the proprietary and confidential information that is in our Operations Manual. The Operations Manual is described in Item 11. Although we have not filed an application for copyright registration for the Operations Manual, we claim a copyright and the information in it is proprietary and confidential. You must also promptly tell us when you learn about unauthorized use of this proprietary and confidential information. We are not obligated to take any action, but we will respond to this information as we think appropriate.

Confidential Information

You must not, during the term of your Agreement or after the Agreement expires or is terminated, communicate, divulge or use for the benefit of any other person, partnership, association, or corporation any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business which may be communicated to you or which you may learn because of your operation under the terms of your Franchise Agreement. Confidential information includes System standards, market research, advertising and promotional campaigns, approved suppliers, operating results of Businesses, the negotiated terms of your Agreement with us, the Operations Manual, graphic designs and other intellectual property, and your customer list. You may divulge this confidential information only to those of your employees who have access to and who operate your Business. Any and all information, knowledge, know-how, techniques and other data which we designate as confidential will be deemed confidential for purposes of the Agreement.

At our request, you must have your Designated Operator and any personnel having access to any of our confidential information sign agreements that say that they will maintain the confidentiality of

information they receive in connection with their employment by you at your Business. The agreements must be in a form satisfactory to us, including specific identification of us as a third-party beneficiary of the covenants with the independent right to enforce them and that they prohibit any direct or indirect ownership in a competing business.

Our ownership Rights

Any improvements and/or techniques and/or information developed by you or your employees during the Term of the Franchise Agreement and relating to the System or the Business, whether developed separately or with us, shall be considered modifications to the System, all of which shall become our property and/or property of our Affiliate.

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

You must attend and complete our initial training program, and you must devote full time and best efforts to the management and operation of the Franchised Business. If you own multiple Businesses, then each Franchised Business must have on-premises supervision of a Designated Operator who has satisfactorily completed our training program and who has been approved by us. Even if you have a Designated Operator oversee the daily operation of your Business, you must make sure that the Business is operated in compliance with the terms of your Franchise Agreement and the Operations Manual. Your Designated Operator must have a 75% ownership interest in you.

If you have a Designated Operator supervise your Business, the Designated Operator and other key employees must sign an agreement not to compete with businesses under the System while employed by you and for two years after their employment ends, and an agreement not to reveal confidential information they learned during their employment with you.

If you are a corporation, limited liability company, or partnership, your owners must personally guarantee your obligations under the Franchise Agreement and must be bound personally by every contractual provision, whether containing monetary or non-monetary obligations, including the covenant not to compete. If we do not require one of your owners to sign the full Guaranty, that owner still must comply with all non-monetary obligations, including the covenant not to compete, as if he or she were the franchise owner.

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use the Business solely for the operation of the Franchised Business. You must keep your Business open and in normal operation for the minimum hours and days as we specify, subject to applicable law. You must not use or permit the use of the Business for any other purpose or activity at any time without first obtaining our written consent. You must operate the Franchised Business in strict conformity with the methods, standards and specifications we may require in the Operations Manual or in writing. You must not change the standards, specifications and procedures without our prior written consent.

You must sell or offer for sale only those products and those services that we have approved for sale in writing; you must sell or offer for sale all types of services and products specified by us; you may not change our standards and specifications without our prior written consent; and you must stop selling and offering for sale any services or products which we may, in our discretion, disapprove in writing at any

time. We have the right to change the types of authorized goods and services and there are no limits on our right to make changes.

The System may be periodically supplemented, improved or modified by us. You must comply with all of our reasonable requirements in that regard, including offering and selling new or different Products and Services as specified by us. If you develop products or services for your Business that we believe will benefit the System generally, you must, at our request, assign your rights to these products or services to us.

We may suggest pricing to you for the Products and Services, and we may determine the maximum prices you may charge. You do not have to accept our suggested pricing, but you must comply with any maximum prices we set. If you choose to vary your prices from the pricing structure we suggest, we must approve of the prices you set.

You are restricted by the Franchise Agreement, the Operations Manual and any other practice or custom with respect to the Products and Services which you may offer, which must be approved by us.

For a description of your restrictions on some purchases, see Item 8 of this Disclosure Document. For a description of your restriction on the customers whom you may solicit and service, see Item 12 of this Disclosure Document.

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

THE FRANCHISE RELATIONSHIP

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

Provision	Article in Franchise Agreement	Summary
a. Length of the franchise term	4	Primary Market – Five years Secondary Market – Two years
b. Renewal or extension of the term	4	If you are in good standing, subject to contractual requirements, you can renew for up to two additional terms of five years each, unless we have determined, in our sole discretion, to withdraw from the geographical area where your Franchised Business is located.
c. Requirements for franchisee to renew or extend	4	You provide notice, refurbishment or replacement of premises, vehicle and/or equipment, be in compliance with the Franchise Agreement, sign then-current Franchise Agreement, and sign release (subject to state law). We may adjust the boundaries of your

Provision	Article in Franchise Agreement	Summary
		<p>Designated Territory upon signing a successor agreement.</p> <p>You may be asked to sign a contract with materially different terms and conditions than your original contract, but the fees in the successor agreement will not be greater than the fees that we then impose on similarly situated franchisees with successor agreements.</p>
d. Termination by franchisee	Not applicable	You may seek to terminate your Franchise Agreement on any grounds permitted by state law
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	14	We may terminate the Franchise Agreement if you are in default
g. “Cause” defined – curable defaults	14, 20.11	Failure to make payments to us when due; be in default of any safety standards prescribed by a government agency or us; misuse of the Marks; failure to comply with any of our standards or requirements; suspension of a required license; first or second failure to meet average Gross Revenue requirement. In addition, a default under one agreement with us may result in a termination of all of your other agreements with us. This is known as a cross-default provision.
h. “Cause” defined – non-curable defaults	14, 20.11	Your lease is terminated and you do not relocate the Business; abandonment of the Business; loss or revocation of a required permit or license; falsifying reports; large number of customer complaints; copying software; failure to provide reports when required; unauthorized sale or transfer of the Business; bankruptcy; unsatisfied judgments against you; sexual harassment of your employees; you are charged with or convicted of a crime; repeated defaults; failure to develop and open the Business when required; failure to comply with anti-terrorism laws; third

Provision	Article in Franchise Agreement	Summary
		failure to meet average Gross Revenue requirement. In addition, a default under one agreement with us may result in the termination of all of your other agreements with us. This is known as a cross-default provision.
i. Franchisee’s obligations on termination/non-renewal	15	Obligations include complete de-identification of premises and vehicle, payment of amounts due, return of Operations Manual and confidential information, comply with non-competition and confidentiality requirements
j. Assignment of contract by franchisor	16	No restriction on our right to transfer
k. “Transfer” by franchisee – defined	16	Includes a transfer of all or substantially all of the assets of your business
l. Franchisor approval of transfer by franchisee	16	We have the right to approve transfers
m. Conditions for franchisor approval of transfer	16	Includes payment of money owed, you are not in default, you sign release (subject to state law), transferee qualifies, transferee signs new agreement, transferee satisfactorily completes training, and payment of the transfer fee
n. Franchisor’s right of first refusal to acquire franchisee’s business	16	We can match any offer
o. Franchisor’s option to purchase franchisee’s business	15	Upon expiration or termination of the Franchise Agreement, we may buy certain assets
p. Death or disability of franchisee	18	Interest must be transferred, with our approval, within one year after death or disability
q. Non-competition covenants during the term of the franchise	13	Includes prohibition on owning or operating business which sells the same or substantially similar products and services
r. Non-competition covenants after the franchise is terminated or expires	13	Includes prohibition on owning or operating business which sells the same or substantially similar products and services for two years and located

Provision	Article in Franchise Agreement	Summary
		within 25 miles of any unit in the System
s. Modification of the agreement	20	Must be in writing by both parties
t. Integration/merger clause	20.16	Only the terms of the Franchise Agreement are binding (subject to federal and/or state law). Any other promises may not be enforceable
u. Dispute resolution by arbitration or mediation	20	Mediation and arbitration in Delaware (subject to state law)
v. Choice of forum	20	Delaware (subject to state law)
w. Choice of law	20	Delaware (subject to state law)

**ITEM 18
PUBLIC FIGURES**

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

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned Businesses, 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 business 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.

This Item contains a historical financial performance representation of our U.S. franchised operations, which opened on December 31, 2024, our fiscal year end.

As of December 31, 2024, 35 franchise business operations operated 41 U.S. franchise territories in the system, including 2 corporately owned territories operated as 1 franchise business operation.

The table below represents data for 2024 Average Annual Gross Sales, Average Annual Costs of Goods Sold, Average Annual Gross Profit and Average Labor Costs of 29 franchise business operations that operate 37 territories that had been open and operating for a full 12 months ending December 31, 2024. In 2024, 3 additional franchise operations were open for less than 12 months ending December 31, 2024. We have excluded the performance of 3 non-conforming franchise operations. This data also excludes our franchise operations and our single corporately owned operation in Canada.

Financial Performance Representation #1-Average Gross Sales, Average Cost of Goods Sold (COGS), Average Gross Profits and Average Labor Costs

Category	Financial Performance Representation
Average Gross Sales ¹	\$1,599,240
Average Gross Sales after 2 years ²	\$1,644,234
Average Cost of Goods Sold ³	40.95%
Average Labor Costs ⁴	24.68%
Average Gross Margin ⁵	34.37%
Median Gross Sales	\$1,425,714
Highest Gross Sales	\$3,781,915
Lowest Gross Sales	\$444,432
Average Unit Growth Rate in 2024 ⁶	22.00%
System Growth Rate in 2024 ⁷	8.2%

Note 1 – “**Gross Sales**” means the total of all revenues for all goods and services excluding taxes.

Note 2 – “**Gross Sales after 2 years**” means the average gross sales of operations in the data set that have been in operation for more than 24 months, ending December 31st, 2024. This includes 26 franchise business operations that operate 34 territories

Note 3 – “**Cost of Goods Sold**” is the total cost of materials, freight, inventory adjustments, use tax, consumables and supplies expensed to provide the products/services resulting in the generation of gross sales. This percentage is a blended average of all product categories sold under the trademark.

Note 4 – “**Labor Costs**” is the total cost of labor – direct and indirect required to generate gross revenue. This percentage excludes the amount/percentage drawn by the owner of the franchise regardless of their role in the operation.

Note 5 – “**Gross Margin**” average gross margin is the Average Gross Sales less the Average Cost of Goods Sold and the Labor Costs.

Note 6 – “**Average Annual Growth Rate**” includes the 25 business operations that were open and operating for a full 12 months in the previous year ending December 31, 2023, excluding 6 units not operating for a full 12 months ending December 31, 2023 and the 4 non-conforming units.

Note 7 – “**System Growth Rate in 2024**” includes all gross revenue generated by franchisees in the calendar year 2024 compared to all gross revenue generated by franchisees in the calendar year 2023 excluding our Canadian franchisees and Canadian corporately owned operation.

Written substantiation will be made available to you upon reasonable request.

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

Other than the preceding financial performance representation, we do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised 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 Aaron Cash at 201 Chrislea Road, Vaughan, Ontario, Canada L4L 8N6 and (905) 856-7175, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1
Systemwide Outlet Summary
For years 2022 to 2024**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	37	41	+4
	2023	41	50	+9
	2024	50	49	-1
Company-Owned*	2022	1	1	0
	2023	1	1	0
	2024	1	3	+2
Total Outlets	2022	38	42	+3
	2023	42	50	+9
	2024	50	51	+1

* The Company-Owned outlets shown in the above chart include outlets owned and operated by our Affiliate. Our Affiliate opened a second showroom location within its existing territory in 2013.

**Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2022 to 2024**

State	Year	Number of Transfers
Colorado	2022	1
	2023	0
	2024	0
Florida	2022	0
	2023	1
	2024	0
Michigan	2022	0
	2023	0
	2024	0
Total	2022	1

State	Year	Number of Transfers
	2023	1
	2024	0

**Table No. 3
Status of Franchised Outlets
For years 2022 to 2024**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Arizona	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Arkansas	2022	0	1	0	0	0	0	1
	2023	0	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
California	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Colorado	2022	1	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Connecticut	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Florida	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
Georgia	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Illinois	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Indiana	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Massachusetts	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Michigan	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Missouri	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Nebraska	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Jersey	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New York	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
North Carolina	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Oklahoma	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Ohio	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
South Dakota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Tennessee	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Texas	2022	4	2	0	0	0	0	6
	2023	6	0	0	0	0	0	6
	2024	6	0	0	0	2	0	4
Utah	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Washington, DC/Virginia	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Washington	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Wisconsin	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
U.S. Subtotal	2022	32	4	0	0	0	0	37
	2023	37	6	0	0	0	0	43
	2024	43	0	0	0	2	0	41
Canada	2022	5	0	0	0	0	1	4
	2023	4	1	0	0	0	0	5
	2024	5	1	0	0	0	0	6
Australia	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Total	2022	37	4	0	0	0	1	41
	2023	41	7	0	0	0	0	50
	2024	48	1	0	0	2	0	49

Table No. 4
Status of Company-Owned Outlets
For years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Canada	2022	2022	1	0	0	0	0
	2023	2023	1	0	0	0	0
	2024	2024	1	0	0	0	0
United States	2022	2022	0	0	0	0	0
	2023	2023	0	0	0	0	0
	2024	2024	0	0	0	0	2
Total	2022	2022	1	0	0	0	0
	2023	2023	1	0	0	0	0
	2024	2024	1	0	2	0	0

* The outlets reflected in the above chart are owned and operated by our Affiliate.

Table No. 5
Projected Openings as of December 31, 2024

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	2	0
Kentucky	0	1	0
Louisiana	0	1	0
Minnesota	0	1	0
Nevada	0	1	0
Pennsylvania	0	2	0
South Carolina	0	1	0
Tennessee	0	1	0
Total	0	10	0

A list of the names of all franchisees and the addresses and telephone numbers of their businesses will be provided in Exhibit D to this Disclosure Document when applicable.

The name, city, state and current business telephone number (or if unknown, the last known home telephone number) of every franchisee who had a business terminated, cancelled, not renewed or otherwise

voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document will be listed on Exhibit E to this Disclosure Document when applicable. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

During the last three fiscal years, we have not had any franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experience with the Garage Living System.

There are no trademark-specific organizations formed by our franchisees that are associated with the Garage Living System.

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit F are our audited financial statements in United States dollars for the fiscal years ending December 31, 2022 and December 31, 2023 and December 31, 2024.

Our fiscal year end is December 31st.

ITEM 22 CONTRACTS

The following contracts are attached to this Disclosure Document in the following order:

1. Franchise Agreement with Exhibits – Exhibit C
2. Exhibit G -- Franchisee Acknowledgement Statement, as permitted by state law. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
3. Form of General Release – Exhibit H

ITEM 23 RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document appear at the end of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce

State	State Agency	Agent for Service of Process
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 (212) 416-8222 Phone	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard State Capitol, 14 th Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

Exhibit B

MULTI-STATE ADDENDUM
TO THE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT(S)

CALIFORNIA APPENDIX

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains provisions that are inconsistent with the law, the law will control.
2. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).
3. The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.
4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.
5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.
6. The Franchise Agreement requires binding arbitration. The arbitration will occur in Delaware with the costs being borne by the franchisee and franchisor. 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.
7. The Franchise Agreement requires application of the laws of Delaware. This provision may not be enforceable under California law.
8. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
9. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
10. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
11. OUR WEBSITE, www.garageliving.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE

DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

12. The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements are per se violations of the Cartwright Act.
13. Franchisee must check the California Code of Regulations to ensure compliance with Title 8 regulations for Spray Coating Operations in residential garages.
14. The interest rate shall not exceed 10% annually.
15. No statement, questionnaire, or acknowledgment signed or agreed to by a franchise in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
16. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.
17. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.
18. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.
19. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.
20. Section 20.02 of the Franchise Agreement is deleted in its entirety as it violates California Corporations Code sections 31521 and 31512.1.

ADDENDUM REQUIRED BY THE STATE OF ILLINOIS

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement which designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

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

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

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

In Illinois, payment of Initial Franchise Fees owed to Franchisor/affiliate will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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ADDENDUM REQUIRED BY THE STATE OF INDIANA

1. To be added to Item 3 of the Disclosure Document, is the following statement:

There are presently no arbitration proceedings to which the Franchisor is a party.

2. Item 17 of the Disclosure Document is amended to reflect the requirement under Indiana Code 23-2-2.7-1 (9), which states that any post term non-compete covenant must not extend beyond the franchisee's Designated Territory.

3. Item 17 is amended to state that this is subject to Indiana Code 23-2-2.7-1 (10).

4. Under Indiana Code 23-2-2.7-1 (10), jurisdiction and venue must be in Indiana if the franchisee so requests. The appropriate sections of the Franchise Agreement are hereby amended.

5. Under Indiana Code 23-2-2.7-1 (10), franchisee may not agree to waive any claims or rights.

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ADDENDUM REQUIRED BY THE STATE OF MARYLAND

This will serve as the State Addendum for the State of Maryland for Garage Living Franchise Systems USA, Inc.'s Franchise Disclosure Document and for its Franchise Agreement. The amendments to the Franchise Agreement included in this addendum have been agreed to by the parties.

1. Item 17 of the Disclosure Document is amended to state that the general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17 of the Disclosure Document is amended to state that a franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Item 17 of the Disclosure Document is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

4. Item 17 of the Disclosure Document is amended to state that the provisions in the Franchise Agreement which provide for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

5. The appropriate sections of the Franchise Agreement are amended to permit a franchisee to bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The appropriate sections of the Franchise Agreement are amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

7. The appropriate sections of the Franchise Agreement are amended to state that the general release required as a condition of renewal, sale and/or assignment/ transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

8. The Franchise Agreement and Franchisee Disclosure Acknowledgment Statement are amended to include the following statement: "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."

9. Section 20.02 of the Franchise Agreement is hereby deleted.

10. The fourth, fifth, sixth and seventh Recitals of the Franchise Agreement are hereby deleted.

11. The final recital of the Franchise Agreement stating " BEFORE SIGNING THIS AGREEMENT, YOU SHOULD READ IT CAREFULLY WITH ASSISTANCE OF LEGAL COUNSEL." is hereby deleted.

12. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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

The parties hereto have duly executed, sealed and delivered this Addendum dated this day of _____.

GARAGE LIVING FRANCHISE SYSTEMS USA,
INC.

By: _____
Name: _____
Title: _____

FRANCHISEE:

By: _____
Name: _____
Title: _____

DISCLOSURE REQUIRED BY THE STATE OF 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 franchises.
- (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 thirty (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 five (5) years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least six (6) months' advance notice of franchisor's intent not to renew the 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) Failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Katharyn Barron
525 W. Ottawa Street, 1st Floor
Lansing, Michigan 48933
(517) 353-7567

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ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

This addendum to the Disclosure Document is agreed to this ___ day of _____, 20___, and effectively amends and revises said Disclosure Document and Franchise Agreement as follows:

1. Item 13 of the Disclosure Document and Section 12 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee’s right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding such use.”

2. Item 17 of the Disclosure Document and Sections 4 and 16 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. 80C.14, Subds.3, 4 and 5, which require (except in certain specified cases) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.”

3. Item 17 of the Disclosure Document and Section 20 of the Franchise Agreement are amended by the addition of the following language to amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections:

“Minn. Stat. Sec. 80C.21 and Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.”

4. Item 17 of the Disclosure Document and Sections 4 and 16 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

“Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release.”

5. Any reference to liquidated damages in the Franchise Agreement is hereby deleted in accordance with Minn. Rule 2860.4400J which prohibits requiring you to consent to liquidated damages.

6. Section 20.19 of the Franchise Agreement is hereby modified to be in compliance with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Section 20.19 of the Franchise Agreement regarding Limitations of Claims is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

8. Item 6, Insufficient Fund Fees: NSF fees are governed by Minnesota Statute 604.113; which puts a cap of \$30 on a NSF check. This applies to everyone in Minnesota who accepts checks except banks.

9. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. The appropriate sections of the Franchise Agreement are hereby amended accordingly.

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ADDENDUM REQUIRED BY THE DEPARTMENT OF LAW OF 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 A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

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

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of 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.

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DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled. (N.C.G.S. §66-95)

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ADDENDUM REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document and Franchise Agreement effectively amends and revises said documents as follows:

1. Item 17(c) of the Disclosure Document and Sections 4 and 16 of the Franchise Agreement are hereby amended to indicate that a franchisee shall not be required to sign a general release.
2. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document and Section 13 of the Franchise Agreement are amended accordingly.
3. Item 6 and Item 17(i) of the Disclosure Document and Section 15 of the Franchise Agreement requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Franchise Agreement used in North Dakota.
4. Item 17(u) of the Disclosure Document and Section 20 of the Franchise Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties.
5. Item 17(v) of the Disclosure Document and the provisions of Section 20 of the Franchise Agreement which require jurisdiction of courts in Delaware are deleted.
6. Item 17(w) of the Disclosure Document and Section 20 of the Franchise Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.
7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.
8. The provisions of Section 20 of the Franchise Agreement which require a franchisee to consent to (1) a waiver of trial by jury and (2) a waiver of exemplary and punitive damages are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.
9. The provisions of Section 20 of the Franchise Agreement which require a franchisee to consent to a limitation of claims are hereby amended to state that the statute of limitations under North Dakota law applies.

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ADDENDUM REQUIRED BY THE STATE OF RHODE ISLAND

The following amends Item 17 and is required to be included within the Disclosure Document and shall be deemed to supersede the language in the Disclosure Document itself:

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 of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

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ADDENDUM REQUIRED BY THE COMMONWEALTH OF VIRGINIA

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

1. The following statement is added to the Special Risks Page:

Estimated Initial Investment. The franchisee will be required to make an estimated initial investment ranging from \$221,750 to \$305,000. This amount exceeds the franchisor's stockholder's equity as of December 31, 2020, which is \$(31,078).

2. The following statement is added to Item 5:

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

3. Additional Disclosure: The following statements are added to Item 17.h:

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

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

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WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, AND RELATED AGREEMENTS

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

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

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

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

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

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

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

The collection of the initial franchise fee will be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business.

Any Products and/or Services provided by franchisor and/or any associate of franchisor shall have a price to franchisee marked up at a fair and reasonable amount above cost (Money Mailer, LLC v. Brewer, 449 P.3d 258 (2019)).

The non-competition covenants shall apply except as follows: (a) if the employee’s annual earnings are less than \$100,000 and (b) the duration exceeds 18 months.

Paragraph 6 (Recital) of the Franchise Agreement is hereby amended to delete “or relied upon”.

Section 8.01 (p) of the Franchise Agreement is modified by deleting the sentence: “Notwithstanding the foregoing, although you shall pay for such cameras and technology, title to ownership thereof shall remain with us.”

Section 15.01 of the Franchise Agreement is modified by deleting “less fifty percent (50%)” from this Section.

Section 16.01 of the Franchise Agreement is modified by deleting “and any new agreement(s) we enter into with the Purchaser, if we so require” from this Section.

Section 18.01 (c) of the Franchise Agreement is modified by deleting “less twenty-five percent (25%)” from this Section.

Clause (b) of Section 20.02 of the Franchise Agreement is hereby deleted.

Section 20.14 of the Franchise Agreement is modified by deleting “(i) your sole and exclusive remedy shall be against the entity then constituting us and the amount of any liability shall be limited to the lesser of the value of our assets located within the state in which the Premises is located, or the amount equal to the amount paid by you on account of the acquisition and initial setting up of the Business” from this Section.

Section 20.20 of the Franchise Agreement is modified by deleting “one hundred eighty (180) days after the date upon which the state of facts giving rise to the cause of action comes to the attention of, or should reasonably have come to the attention of, such party;” from this Section.

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

To comply with the NSAA Statement of Policy Regarding the Use of Questionnaires and Acknowledgements, Paragraphs 4 and 5 of the Franchise Agreement do not apply in Washington.

Section 8.04 of the Franchise Agreement is amended to state that: “Franchisees have no obligation to indemnify or hold harmless an indemnified party for losses to the extent of fraud.”

The parties hereto have duly executed, sealed and delivered this Multi-State Addendum dated this day of _____.

GARAGE LIVING FRANCHISE SYSTEMS USA,
INC.

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

**ADDENDUM TO THE 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.

The collection of the initial franchise fee will be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business.

Any Products and/or Services provided by franchisor and/or any associate of franchisor shall have a price to franchisee marked up at a fair and reasonable amount above cost (Money Mailer, LLC v. Brewer, 449 P.3d 258 (2019)).

The non-competition covenants shall apply except as follows: (a) if the employee's annual earnings are less than \$100,000 and (b) the duration exceeds 18 months.

The franchisor [uses/may use] the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Carefully evaluate any information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

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AMENDMENT TO THE GARAGE LIVING FRANCHISE SYSTEMS USA, INC.
FRANCHISE AGREEMENT 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.

General Release attached as Attachment 3 to the Franchise Agreement to provide that the release contained therein does not apply to claims that arise under the Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.

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.

Use of Franchise Brokers. The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own

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EXHIBIT C-1
FRANCHISE AGREEMENT

EXHIBIT C-2

SECONDARY MARKET ADDENDUM

ADDENDUM TO THE GARAGE LIVING FRANCHISE SYSTEMS USA, INC., FRANCHISE AGREEMENT

This Addendum (the “Addendum”) is being entered into this day of _____, (the “Effective Date”) by and between Garage Living Franchise Systems USA, Inc., a Delaware corporation having its principal place of business at 201 Chrislea Road, Vaughan, Ontario, Canada, L4L 8N6 (“Franchisor” “we” “our” or “us”), and _____, a(n) _____, with its principal place of business located at _____ (herein “Franchisee”).

WHEREAS, Franchisor and Franchisee are parties to a franchise agreement of even date herewith which grants Franchisee the rights to establish a Garage Living® franchise in accordance with said agreement (the “Franchise Agreement”);

WHEREAS, Franchisee elects, with Franchisor’s consent, to participate in Franchisor’s Secondary Market Franchise Program; and

WHEREAS, Franchisor and Franchisee desire to amend the Franchise Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained in the Franchise Agreement and this Addendum, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Section 3.01 of the Franchise Agreement is hereby amended to state that the Initial Franchise Fee payable is Thirty Thousand Dollars (\$30,000.00). The foregoing fee is due and payable upon execution of the Franchise Agreement and this Addendum and is not refundable under any circumstances.
2. Section 3.02(a) of the Franchise Agreement is hereby deleted in its entirety and replaced with the following:

“(a) A continuing and non-refundable royalty fee equal to Two Thousand Dollars (\$2,000.00) per month. Unless otherwise required, you shall pay each Royalty Fee on or before the first business day of each calendar month.”
3. Section 4.01 of the Franchise Agreement relating to Term of Agreement is hereby amended to delete “fifth (5th)” and replace with “second (2nd)”.
4. Section 3.02(b) of the Franchise Agreement relating to Marketing Fund is hereby deleted in its entirety and replaced with the following:

“(b) A continuing and non-refundable Marketing Fee in an amount equal to One Thousand Four Hundred Dollars (\$1,400.00) per month, payable at the same time and in the same manner as the Royalty Fee. You understand and acknowledge that upon thirty (30) days’ prior written notice to you, we may increase the Marketing Fee up to One Thousand Six Hundred Dollars (\$1,600.00) per month.”
5. The table in Section 8.07 relating to Gross Revenue Requirements is hereby deleted in its entirety and replaced with the following table:

Period	Average Gross Revenue
First Year of Operation	\$30,000 per month
Second Year of Operation	\$40,000 per month

Except as amended hereby, all other terms and provisions of the Franchise Agreement shall continue in full force and effect. In the event of any conflict or ambiguity between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall control.

All capitalized terms not defined herein shall have the same meaning as given in the Franchise Agreement.

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The parties hereto have duly signed and executed this Addendum to the Garage Living Franchise Systems USA, Inc., Franchise Agreement as of the day and year first above written.

FRANCHISOR:
GARAGE LIVING FRANCHISE SYSTEMS USA, INC.

By: _____

Aaron Cash, President
(Print Name, Title)

FRANCHISEE:

By: _____

_____, _____
(Print Name, Title)

EXHIBIT D

LIST OF FRANCHISEES
(as of December 31, 2024)

FRANCHISEES OPEN

Alabama	
Garage Living of Birmingham Cobb Pearson 2242 NW Pkwy SE L Marietta, GA 30067 404-946-5836	
Arizona	
Garage Living of Phoenix Alex Penna 3101 North Central Avenue, Ste 183 Phoenix AZ 85012 602-626-3567	
Arkansas	
Garage Living of Arkansas (Little Rock) Denton McDonald 441 Llama Drive Searcy, AR 72143 US 501-203-4142	
California	
Garage Living of Palm Springs Thomas Greschner 78595 Hwy 111, Suite 100 La Quinta, CA. 92253 T: 760-991-5444	Garage Living of San Francisco Tal Aviram 2641 Barrington Court Hayward, CA 94545 925-444-5369
Connecticut	
Garage Living of Connecticut Richard Cunningham 136 Water Street Norwalk, CT 06854 203-945-0750	
Colorado	
Garage Living of Denver John Sorenson 10790 W. 50th Ave Unit 900 Wheat Ridge, CO 80033 US 720-292-3234	
Florida	
Garage Living of Jacksonville Paul Anderson/Scott Molander 8570 Phillips Highway, Suite 113 Jacksonville, FL 32256 904-564-9951	Garage Living of South East Florida – Miami/Dade Marc Julien 755 NW 17th Avenue, Suite 104, Delray Beach FL 33445 561-281-8992

Garage Living of South East Florida –Broward Marc Julien 755 NW 17th Avenue, Suite 104, Delray Beach FL 33445 561-281-8992	Garage Living of South East Florida – Palm Beach Marc Julien 755 NW 17th Avenue, Suite 104, Delray Beach FL 33445 561-281-8992
*Garage Living of Orlando Nicolas Delauzon 4303 Vineland Rd, Suite F-15 Orlando, FL 32789 407-951-7918	Garage Living of Naples Thierry Graber 9201 Cockleshell Court Bonita Springs, FL 34135 239-300-9717
Garage Living of Tampa Rusty Halm 18786 Cortez Blvd Brooksville, FL 34601 352-458-3095	
Georgia	
Garage Living of Atlanta Cobb Pearson 2242 NW Pkwy SE L Marietta, GA 30067 404-946-5836	
Illinois	
Garage Living of Central Chicago Mark and Donna Tavolino 12301 New Ave Ste D Lemont, IL 60439 630-300-0040	Garage Living of Arlington Heights Mark and Donna Tavolino 12301 New Ave Ste D Lemont, IL 60439 630-300-0040
Indiana	
Garage Living of Indianapolis Bill LePage and Scott Molander 9521 Valparaiso Ct Indianapolis, IN 46268 317-386-6090	
Massachusetts	
Garage Living of Boston Rich Cunningham 6 Kane Industrial Dr, Hudson, MA 01749 617-264-0505	
Michigan	
Garage Living of Detroit Michael Greco and Scott Molander 32441 Northwestern Hwy Farmington Hills, MI 48334 248-432-0440	
Missouri	
Garage Living of St. Louis Zach Jennings 9100 Midland Blvd	

St. Louis, MO 63114 314-931-0444	
Nebraska	
Garage Living of Omaha Theresa and Chad Nelson 10639 S. 191 Ave Omaha, NB 68136 402-913-0028	
New Jersey	
Garage Living of New Jersey John Anthony Pitera 483 Hwy 79 Marlboro, NJ 07751 732-944-0229	
New York	
Garage Living of Long Island Steven Anderson 240 Glen Head Rd, Suite 5 Glen Head, NY 11545 516-842-7243	
North Carolina	
Garage Living of Raleigh Garry Corts and Danielle Myers 8198 Buffalo Road Selma, North Carolina 27576 919-300-4052	Garage Living of Charlotte Scott Liseno 340 Seagle St. Suite 13 Huntersville, NC 28078 704-897-7298
Ohio	
Garage Living of Cleveland John Lascola 4949 Galaxy Pkwy suite i, Warrensville Heights, OH 44128 216-242-6692	Garage Living of Cincinnati Matt Ziebro 11257 Williamson Rd, Blue Ash, OH 45241 513-449-9675
Garage Living of Columbus 818 Morrison Rd Gahanna, OH 43230 614-440-9161	
Oklahoma	
Garage Living of Oklahoma City Mark Lenhart 858 Consortium Crt London, ON N6E 2S8 226-636-0585	
South Dakota	
Garage Living of Sioux Falls Jim Kadoun 1312 W 41st St Sioux Falls, SD 57105 605-368-8180	

Tennessee	
Garage Living of Nashville Jeff Beck and David Wolfe 2324 Winford Ave Nashville, TN 37211 615-669-9388	
Texas	
Garage Living of Dallas Conway Reimer 4422 Spring Valley Rd Dallas, TX 75244 214-416-0279	Garage Living of Austin Thomas Rutledge 11500 Metric Blvd. Suite 410 Austin, TX 78758 512-522-5940
Garage Living of Fort Worth Conway Reimer 4422 Spring Valley Rd Dallas, TX 75244 214-416-0279	Garage Living of Houston Steven Hempel 6040 Brittmoore Rd, Suite I Houston, TX 77041 832-280-8001
Garage Living of San Antonio Thomas Rutledge 11500 Metric Blvd. Suite 410 Austin, TX 78758 512-522-5940	
Utah	
Garage Living of Salt Lake City Chris Barrett 13976 South 2055 West Bluffdale, UT 84065 801-803-0378	
Washington, DC/Virginia	
Garage Living of Washington D.C. Paul Fritz 44810 Old Ox Road, #100 Dulles, VA 20166 571-406-1234	Garage Living of Richmond Chase Schmidt 1700 Douthit Ct. Powhatan, VA 23139 804-424-0084
Washington State	
Garage Living of Seattle Tal Aviram 14101 NE 186th St Woodinville, WA 98072 206-949-9148	
Wisconsin	
Garage Living of Milwaukee John Sorenson 814 Rose Drive Hartland, WI 53029 262-528-2008	

*Transferred

INTERNATIONAL

Canada	
Garage Living Toronto (Corporate) Daniel Albo 201 Chrislea Rd Vaughan, ON L4L8N6 905-856-7175	Garage Living Calgary Mike and Charmaine Reiber 4046 96th Ave SE Calgary, AB T2C 4R5
Garage Living Vancouver Lance Sparling 8331 Eastlake Dr #110 Burnaby, BC V5A 4W2 778-379-7560	Garage Living of Ottawa Ryan Waterman 106 Schneider Rd Unit A Ottawa, ON K2K 1Y2 613-224-9898
Garage Living of Winnipeg Brian Friesan 981 Main St Winnipeg MB R2W 3P6	Garage Living of London Todd Hynes 858 Consortium Crt London, ON N6E 2S8 226-636-0585
Garage Living of Moncton Zach Holmden 435 Shediac Rd. Moncton, NB E1A2T3 506-875-8162	
Australia	
Garage Living of Sydney Drew Arthur/John Merritt 11/9 Bermill Street, Rockdale, NSW, 2216 +61-02-4257-1594	Garage Living of Melbourne Drew Arthur/Trent Peatling Unit 4/36 Aylesbury Dr, Altona VIC 3018, +61 3 9592 6276

FRANCHISEES SIGNED, but Not Opened
(as of December 31, 2024)

None.

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM
(as of December 31, 2024)

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

Garage Living of Edmonton Cameron Johnson 5228 75 Street NW. Edmonton, AB T6E 6S3 780-540-8787	Garage Living of Regina Colson Langley 1039 Park Street, Regina, SK S4N 5H4 306-790-7724
--	--

Transfers	
Binh Viet Truong and Tu Lee 6858 S University Blvd., Unit 150 Centennial, CO 80122 720-292-3234	Ted Wettstein 4303 Vineland Rd Suite F-15 Orlando, FL 32811 407-951-7918

EXHIBIT E

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FINANCIAL STATEMENTS

EXHIBIT G

FORM OF GENERAL RELEASE

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ by and between Garage Living Franchise Systems USA, Inc., a Delaware corporation having its principal place of business located at 201 Chrislea Road, Vaughan, Ontario, Canada L4L 8N6 (the “Franchisor”), and _____, a _____ with a principal address at _____ (hereinafter referred to as “Releasor”), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. Release by Releasor:

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys’ fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys’ fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Delaware law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Delaware.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

[Washington Residents: the release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:

Witness:

RELEASOR:

(Name)

GARAGE LIVING FRANCHISE SYSTEMS
USA, INC.:

By: _____
Name: _____
Title: _____

***NOT FOR USE IN CALIFORNIA**

***Do not sign this Acknowledgement Statement if you are a resident of Maryland or the business is to be opened in Maryland.**

***Do not sign this Acknowledgement Statement if you are a resident of Washington or the business is to be opened in Washington.**

EXHIBIT H-1

GARAGE LIVING ACKNOWLEDGEMENT STATEMENT

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement. Notify Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

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

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational, and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are

made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation, or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

Initial

7. Franchisee acknowledges that it has received the Garage Living Franchise Systems USA, Inc. Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

Initial

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

Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

Initial

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

Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE GARAGE LIVING FRANCHISE SYSTEMS USA, INC., GARAGE LIVING OF ONTARIO, INC., AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

Initial

FRANCHISEE:

PRINCIPAL:

By: _____

(Print Name)

(Print Name, Title)

Date: _____

Date: _____

PRINCIPAL:

(Print Name)

Date: _____

***Do not sign this Acknowledgement Statement if you are a resident of Maryland or the business is to be opened in Maryland.**

EXHIBIT H-2

GARAGE LIVING ACKNOWLEDGEMENT STATEMENT

Acknowledgement of the truthfulness of the statements below are an inducement for the Franchisor to enter into a Franchise Agreement. Notify Franchisor immediately, prior to acknowledgment, if any statement below is incomplete or incorrect.

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

The acknowledgement statement does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational, and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations, and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents,

as an inducement to Franchisor's entry into this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

Initial

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Initial

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Initial

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Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

Initial

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Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not

warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE GARAGE LIVING FRANCHISE SYSTEMS USA, INC., GARAGE LIVING OF ONTARIO, INC., AND ANY OF THE ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

Initial

FRANCHISEE:

PRINCIPAL:

By: _____

(Print Name)

(Print Name, Title)

Date: _____

Date: _____

PRINCIPAL:

(Print Name)

Date: _____

STATE EFFECTIVE DATES

The following states require that this 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 Disclosure Document is either registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

STATE	EFFECTIVE DATE
California	<i>Pending</i>
Illinois	April 17, 2025
Indiana	<i>Pending</i>
Maryland	<i>Pending</i>
Minnesota	<i>Pending</i>
New York	<i>Pending</i>
Virginia	May 6, 2025
Washington	<i>Pending</i>
Wisconsin	<i>Pending</i>

EXHIBIT G

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If Garage Living Franchise Systems USA, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires you to receive this Franchise 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.

If Garage Living Franchise Systems USA, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Aaron Cash, 201 Chrislea Rd. Vaughan, ON, L4L8N6, Canada, (905) 856-7175

Issuance Date: April 11, 2025

I received a Disclosure Document dated April 11, 2025, that included the following Exhibits:

- A State Agencies/Agents for Service of Process
- B Multi-State Addendum
- C1 Franchise Agreement
- C2 Secondary Market Addendum
- D Franchised Outlets
- E Table of Contents of Operations Manual
- F Financial Statements
- G Form of General Release
- H Acknowledgment Statement
State Effective Dates
- I RECEIPT

Date Received: _____ DATE: _____
(If other than date signed)

(Signature of recipient)

(Printed name of recipient)

Legal residence address

Please return signed receipt to Garage Living Franchise Systems USA, Inc.
201 Chrislea Road
Vaughan, Ontario, Canada L4L 8N6

RECEIPT

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

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State Effective Dates
- I RECEIPT

Date Received: _____
(If other than date signed)

DATE: _____

(Signature of recipient)

(Printed name of recipient)

Legal residence address

KEEP FOR YOUR RECORDS