

customers which are related to or ancillary to the Green Home Solutions services provided by Franchisee to its customers.

2. "Cost of Labor" is defined as all cost related to employees and/or contractors associated with the performance of services in the Franchised Business, which includes, but is not limited to wages, commissions, bonuses, benefits (if any), government payroll taxes, workers' compensation, but excludes any compensation paid to the principal of the Franchised Business and any related benefits and payroll costs. The median Cost of Labor for the reporting group is 23.5%~~23.2%~~.
3. "Cost of Goods Sold" is defined as the direct costs related to all products, supplies, materials and shipping associated with the performance of the services from the Franchised Business. The median Cost of Goods Sold for the reporting group is 13.5%~~12.3%~~.
4. "Gross Profit" is defined as Gross Revenue minus the sum of Cost of Goods Sold and Cost of Labor. The median Gross Profit for the reporting group is 63.0%~~64.4%~~.
5. "Operating Expenses" are defined as including, but are not limited to, tools, equipment, office supplies, rent (if any), utilities, telephone, insurance, bank and credit card fees, computer costs, professional fees, taxes, training, vehicle expenses, etc. The median Operating Expenses for the reporting group is 20.5%~~19.1%~~.
6. "Royalties" and "Brand Marketing Fund" are as defined in Item 6 of this Disclosure Document. The median Royalties and Brand Marketing Fund for the reporting group is 8.4%~~9.3%~~.
7. "Marketing Expenses" includes any and all expenses related to direct marketing to the customers, whether residential or commercial, such as expenses for: printed materials, home shows, direct mail, all media including online, radio, TV, local networking programs, sponsorships, etc. The median Marketing Expenses for the reporting group is 6.4%~~8.6%~~.
8. "Operating Profit" is defined as Gross Profit minus the sum of Operating Expenses, Royalties and Brand Marketing Fund, and Marketing Expenses. This amount does not include interest, amortization, depreciation or taxes. The median Operating Profit for the reporting group is 27.7%~~27.5%~~.

~~There is no assurance you will do the same. Not all businesses incur all of the expenses listed above.~~ This table may not contain complete information concerning operating costs. Revenues and expenses may vary. In particular, the revenues and expenses of your business will be directly affected by many factors, such as: (a) geographic location, (b) competition in your area, (c) advertising and marketing effectiveness based on market saturation, (d) your services and their pricing, (e) prices on materials and supplies, (f) whether you act as an employee of the business, (g) whether you use subcontractors or hire employees, (h) employee salaries and benefits (if any) provided, (i) insurance costs, (j) ability to generate customers, (k) customer loyalty, (l) employment and economic conditions in the market, and (m) your business abilities and efforts.

~~We also recommend that you consult your financial/tax advisor or personal accountant concerning financial projections and federal, state and local income taxes and any other applicable taxes that you may incur in operating a business, as well as regarding depreciation and amortization schedules and the period over which the assets of your business may be amortized or depreciated.~~

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

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected Company Owned Openings in Next Fiscal Year
Washington	0	5	0
Wisconsin	0	0110	0
TOTAL	030	2730	0

Note: The information provided in this Item 20 for 2021 was supplied by our predecessor.

We list our current franchisees and company owned units in Exhibit E. Exhibit E-1 contains the names, addresses, and telephone numbers of every franchisee who had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who has not communicated with the franchisor within 10 weeks of the Disclosure Document issuance date.

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

As a standard practice, when we enter into a Termination and Release Agreement with a former franchisee, we require the former franchisee to agree to maintain all information that the former franchisee has about us confidential. We have entered into these Termination and Release Agreements (including the confidentiality clause) within the past three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

We do not know of any trademark-specific franchisee organizations associated with the System.

ITEM 21 **FINANCIAL STATEMENTS**

Our audited financial statements for (a) our fiscal year ending December 31, 2024; (b) our fiscal year ending December 31, 2023; and ~~(bc) the period from June 1, 2022 through our fiscal year ending December 31, 2022;~~ along with our unaudited financial statements for the period from January 1, 2025 through April 30, 2025, are attached as Exhibit D to this Disclosure Document. ~~We have not been in business for 3 years or more and therefore cannot include all financial statements required to be disclosed in this Item.~~ Our fiscal year end is December 31.

ITEM 22 **CONTRACTS**

Copies of the following agreements used in connection with the offering of a Green Home Solutions franchise are attached as Exhibits:

- Exhibit C - Franchise Agreement
- Schedule A - Initial Franchise Fee, Territory, Ownership and Related Matters
- Schedule B - State Law Addenda

FOR THE STATE OF MINNESOTA

1. Item 6 of the Disclosure Documents is amended as follows:

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

1.2. Item 13 of the Disclosure Document is amended as follows:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

2.3. Item 17 of the Disclosure Document is amended as follows:

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

Item 17 will not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses under Minnesota law. Certain liquidated damages clauses are unenforceable.

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.

Each provision of this addendum is effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the Disclosure Document.

ADDENDUM TO THE FRANCHISE AGREEMENT REQUIRED FOR MINNESOTA FRANCHISEES

This Addendum to Franchise Agreement (“Franchise Agreement”) dated _____ between OnAxis Franchising Group, LLC (“Franchisor”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being signed because: (a) the offer or sale of the franchise to Franchisee was made in the State of Minnesota; (b) Franchisee is a resident of the State of Minnesota; and/or (c) the Green Home Solutions Franchised Business will be located or operated in the State of Minnesota.

2. The following sentence is added to the end of Sections 2.2 and 13:

With respect to franchises governed by Minnesota law, Franchisor will comply with Minnesota Statute § 80C.14, subdivisions 3,4, and 5 which require, except in certain cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the Franchise Agreement.

3. The following sentence is added to the end of Section 2.2 and 12.5:

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

4. The following sentences are added to the end of Sections 15.3 and 15.8:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit Franchisor from requiring arbitration or litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or the Franchise Agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

5. The following sentence is added to the end of Section 4.17 and 13.2.16:

NSF checks are governed by Minnesota Statute 60A.113, which puts a cap of \$30 on service charges.

~~5-6.~~ Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

~~6-7.~~ Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

(SIGNATURES CONTINUED ON FOLLOWING PAGE)