

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 the operation of a Garage Living franchise in a secondary market is ~~\$244,450~~ \$121,500 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

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 will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

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.

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 <u>4</u>
	2023	42	50 <u>51</u>	+9
	2024	50 <u>51</u>	51 <u>52</u>	+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	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	<u>48</u> <u>50</u>	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	<u>0</u> <u>1</u>
	2023	2023	1	0	0	0	<u>0</u> <u>1</u>
	2024	2024	1	0	2	0	<u>0</u> <u>3</u>

* 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

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.

10. Based upon the franchisor's financial condition, the Minnesota Securities Registration Division 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.

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