

FRANCHISE DISCLOSURE DOCUMENT



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

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

The total investment necessary to begin operation of an ABBEY franchise is between approximately \$23,050 and \$61,900. This includes \$10,000 that must be paid to ABBEY of which (a) \$1,000 is paid at the time your Membership Agreement is signed; and (b) the remaining \$9,000 is paid through the Abbey CashBack Program.

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

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

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

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

ISSUANCE DATE: MARCH 12, 2025, AS AMENDED ON MAY 1, 2025

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

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

ITEM 2. BUSINESS EXPERIENCE

A. Officers and Directors of ABBEY

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

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

~~Ted Dlugokienski~~ ~~Susan Butler~~ - Chief Financial Officer, ~~Executive Vice President of Operations and Secretary~~

Mr. Ms. Dlugokienski Butler joined ABBEY ~~in May of 1998 and currently is~~ and FTG in April 2024 as Controller and became the Chief Financial Officer, ~~Executive Vice President of Operations and Secretary in May 2025~~ in Bonita Springs, Florida. ~~He holds the same positions with FTG, in which he has served since June 2002~~ From June 2020 to April 2024, she was the Chief Financial Officer for United Concrete Products in Yalesville, Connecticut.

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

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

Steven L. Mintz - Vice President of Franchise Development

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

Bobby Thompson - Vice President of Merchandising and Member Services

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

Bill Wilson – Chief Operating Officer and Executive Vice President of Sales and Marketing

Mr. Wilson joined ABBEY in October of 1999 as Marketing Manager and ~~currently is the~~ became Executive Vice President of Sales and Marketing in December 2022 and Chief Operating Officer in May 2025 in Bonita Springs, Florida. He ~~holds the same positions with FTG, in which he has served~~ is also Executive Vice President of Sales and Marketing of FTG since June of 2002 and Chief Operating Officer of FTG since May 2025.

Gary Phelps – Regional Vice President – Midwest Region

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

Harold Traister – Regional Vice President – Northeast Region

Mr. Traister joined ABBEY and FTG in September 2008 as Regional Vice President – Northeast Region in Long Branch, New Jersey.

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

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

Keith Johnson – Vice President of Merchandising

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

Jeff Andrews – Regional Vice President - Southeast

Mr. Andrews joined ABBEY and FTG in April 2022 as Regional Vice President – Southeast in Adairsville, Georgia. He currently serves Georgia, Tennessee, North Carolina, South Carolina, Alabama, and Mississippi. From August 2014 to April 2022, he was the Sales and Production Manager for Continental Tire Corporation.

ITEM 3. LITIGATION

In Re: Franchise Poaching Provisions Assurance of Discontinuance (Abbey Carpet Co., Inc.), King County Superior Court, State of Washington Antitrust Division, Office of

(see Exhibit "K"). New members located in those territories are required to execute a membership agreement with the master franchisee and are charged an initial membership fee of \$2,000.

ITEM 6. OTHER FEES

| Type of Fee | Amount | Due Date | Remarks⁽¹⁾ |
|---|---|---|--|
| Service Fee (Single or Multiple Showroom) ⁽²⁾⁽³⁾ | \$400 | 10 th Day of Each Month | These fees are non-refundable. |
| Advertising Fee (Single or Multiple Showroom) ⁽³⁾ | \$3,000 | Payable semi-annually, in two equal payments of \$1,500 | These fees are non-refundable. |
| Local Advertising ⁽⁴⁾ | 4%-6% of monthly gross sales ⁽⁵⁾ | As Incurred Each Month | Paid to advertising vendors. |
| Renewal Fee | \$750 | At Time of Renewal | This fee is non-refundable. |
| Insurance | Costs and premiums | As incurred | If you do not obtain or maintain insurance coverage, and we choose to do so on your behalf, you must reimburse us. |
| Transfer Fee | \$5,000 | At Time of Transfer | This fee is non-refundable. |
| Audit | Cost of audit plus interest on underpayment | Due When Billed | Payable only if audit shows an understatement of at least 2%. |
| Indemnity | Will vary under circumstances | If incurred, on demand | You must indemnify and reimburse us for our costs and any judgment if we are sued for claims relating to the operation of your franchised business. |
| Early Termination Fee | \$20,000 to \$50,000 | Upon early termination of the Membership Agreement | If the Membership Agreement is terminated prior to completion of the initial five-year term, you will reimburse us for the costs associated with the Redesign of your Showroom. ⁽⁶⁾ |
| <u>Annual Convention</u> | <u>\$299 for the first</u> | <u>As incurred</u> | <u>These fees are</u> |

| Type of Fee | Amount | Due Date | Remarks ⁽¹⁾ |
|-----------------------|--|-------------------------------|---------------------------------------|
| | <u>two individuals and \$250.00 for each additional individual⁽⁷⁾</u> | | <u>non-refundable.</u> |
| <u>Website Design</u> | <u>\$60 to \$375⁽⁸⁾</u> | <u>As Incurred Each Month</u> | <u>These fees are non-refundable.</u> |

Footnotes to table:

- (1) All fees are uniformly imposed by ABBEY and, except as otherwise noted, collected by ABBEY.
- (2) The Service Fee will begin 90 days after you become a member. The purpose of the Service Fee is to offset a portion of the administrative costs associated with managing and servicing ABBEY's relationships with its members, including, without limitation, administrative costs connected to the Abbey CashBack Program and ABBEY's merchandising programs, store design/Redesign (as defined below) programs and business-to-business programs.
- (3) ABBEY reserves the right to reasonably and uniformly increase or decrease the Service Fee and the Advertising Fee from time to time consistent with changes in the demands of the Abbey System. The maximum amount that ABBEY will increase these fees to is \$5,000.
- (4) ABBEY expects, but does not require, that you spend a minimum of 4% to 6% of monthly gross sales per Showroom on local advertising.
- (5) Gross Sales includes all revenue from your Showroom for goods and services, but does not include sales and use taxes, and refunds.
- (6) ABBEY, at ABBEY's expense, will provide and deliver to you at your Showroom the racks, displays and samples necessary to convert your Showroom to an Abbey Showroom as well as a store design consultant to assist you with adapting the Abbey Showroom design package to your Showroom (the "Redesign"). ABBEY will not purchase any tenant improvement items including, among other things, installation of floor coverings in showrooms, furniture, or office equipment. ABBEY estimates that the cost of the Redesign will be between Twenty Thousand Dollars (\$20,000) and Fifty Thousand Dollars (\$50,000) per Showroom, depending on the size of your Showroom. ABBEY will cover these costs of the Redesign (i.e., non-tenant-improvement-item costs); however, if your Membership Agreement is terminated prior to completion of the initial five-year term, you must pay ABBEY an early termination fee equal to the amount associated with the Redesign of your Showroom less 20% for each full year from the effective date of your Membership Agreement that you remained a member (the "Early Termination Fee"). For example, if you became a member on March 1, 2025, and the cost of your Redesign was \$30,000, and your membership was terminated on January 1, 2028, you would

owe us a cash payment equal to \$18,000 (\$30,000 – [\$30,000 X (20% x 2) = \$12,000] = \$18,000). The Early Termination Fee shall be due and payable to ABBEY in cash immediately on the date of any such early termination. You will not be required to repay any portion of the cost to Redesign your Showroom if you remain an ABBEY member for the entire initial five-year term.

(7) The fee for non-attendance is \$299. The maximum amount these fees can increase annually is \$100.

(8) The maximum amount these fees can increase annually is 25%.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|--|------------------------------------|--|---|----------------------------------|
| Initial Membership Fee ⁽¹⁾ | \$10,000 | \$1,000 ⁽²⁾ upfront fee; \$9,000 from CashBack Participation ⁽³⁾ | \$1,000 at signing | ABBEY |
| Equipment, Fixtures, Other Fixed Assets, Construction, Remodeling, Leasehold Improvements, and Decorating Costs (Optional) | \$7,500 to \$25,000 ⁽⁴⁾ | Lump Sum or Independent Financing | When Incurred | Third Parties |
| Other Displays ⁽⁵⁾ (Optional) | \$400 - \$1,500 per Showroom | Lump Sum | Upon Purchase of Displays | Third Parties |
| Service Fee | \$400 | Periodic | Monthly after three months | ABBEY |
| Advertising Fee | \$3,000 | Lump Sum | Payable semi-annually, in two equal payments of \$1,500 | ABBEY |
| Local Advertising/Promotional Costs | \$0-\$4,000 per Showroom | Periodic | Monthly | Third Parties |
| Store Signage ⁽⁶⁾ | \$1,000-\$5,000 per Showroom | As incurred | 90 days after signing | Third Parties |
| Insurance ⁽⁷⁾ | \$250-\$1,500 | Per terms of policy | Before signing | Insurer |
| Professional Fees ⁽⁸⁾ | \$500-\$1,500 | As incurred | As needed | Third Parties |
| Additional Funds—Three Months ⁽⁹⁾ | \$0-\$10,000 | As incurred | As needed | Employees, Expenses and Overhead |
| TOTAL⁽¹⁰⁾ | \$23,050 to \$61,900 | | | |

authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting ~~Ted Dlugokienski~~ [Bill Wilson](#), Abbey Carpet Co., Inc., 3471 Bonita Bay Boulevard, Bonita Springs, Florida 34134, (800) 873-2223, the Federal Trade Commission and any appropriate state regulatory agencies.

ITEM 20. OUTLETS AND MEMBER INFORMATION

TABLE NO. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2022 TO 2024

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|---------------|------|----------------------------------|--------------------------------|------------|
| Franchised | 2022 | 432 | 427 | -5 |
| | 2023 | 427 | 420 | -7 |
| | 2024 | 420 | 417 | -3 |
| Company-Owned | 2022 | 2* | 2* | 0 |
| | 2023 | 2* | 3* | 1 |
| | 2024 | 3* | 3* | 0 |
| Total Outlets | 2022 | 434 | 429 | -5 |
| | 2023 | 429 | 423 | -6 |
| | 2024 | 423 | 420 | -3 |

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

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2022 TO 2024

| State | Year | Number of Transfers |
|---------|------|---------------------|
| Alabama | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 0 |
| Alaska | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 0 |
| Arizona | 2022 | 0 |

EXHIBIT "A"

ABBAY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 12, 2025, as amended on May 1, 2025

MEMBERSHIP AGREEMENT

Abbey Carpet Co., Inc.
MEMBERSHIP AGREEMENT

15. Notices

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

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

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

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

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

16. Interpretation, Modification, And Execution

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

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

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

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

Abbey Carpet Co., Inc.
MEMBERSHIP AGREEMENT

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

ATTEST:

MEMBER

Witness

By:_____

Name:_____

Witness

Title:_____

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

E-Mail Address:_____

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

ATTEST:

ABBEY CARPET CO., INC.
a Florida corporation

Witness

By:_____

Name: ~~Ted Dlugokienski~~ Bill Wilson

Witness

Title: Chief ~~Financial~~ Operating Officer, ~~and~~ Executive Vice President of
~~Operations~~ Sales and ~~Secretary~~ Marketing

Effective Date:_____

SCHEDULE "A"

SHOWROOM LOCATION AND YOUR TERRITORY

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

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

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

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

FRANCHISOR:

MEMBER(S):

ABBHEY CARPET CO., INC.

(signature of authorized officer)

(printed name of business entity)

| ~~Ted Dlugokienski~~ Bill Wilson _____

(authorized signature)

(name of authorized officer)

| Chief ~~Financial~~ Operating Officer, ~~and~~ and
Executive Vice President of ~~Operations and~~
~~Secretary~~ Sales and Marketing

(title of authorized officer)

(printed name of authorized signatory)

(individual signature)

(printed name of individual)

SCHEDULE "B"

**STATE SPECIFIC AMENDMENTS
to
THE MEMBERSHIP AGREEMENT**

Required by

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

PLEASE SEE EXHIBIT "B" FOR STATE SPECIFIC AMENDMENTS

EXHIBIT "B"

ABBEEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 12, 2025, as amended on May 1, 2025

STATE SPECIFIC AMENDMENTS

TO

THE MEMBERSHIP AGREEMENT

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

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

Exhibit B-1

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

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

| ~~Ted Dlugokienski~~ Bill Wilson _____

(signature)

(name of authorized officer)

| Chief ~~Financial~~ Operating Officer; and
Executive Vice President of ~~Operations and~~
~~Secretary~~ Sales and Marketing

(name of authorized signatory)

(title of authorized officer)

(effective date)

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

Exhibit B-2

Illinois Amendment

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

~~1. Notwithstanding anything in Section 16.1 of the Agreement or otherwise in the Agreement to the contrary, Illinois law governs the agreement(s) between the parties to this franchise.~~

1. Illinois law governs the Franchise Agreement.

~~2. Pursuant to~~In conformance with Section 4 of the Illinois Franchise Disclosure Act ~~(815 ILCS 705 § 4)~~, any provision in a franchise agreement that designates jurisdiction ~~or~~and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration ~~may to~~ take place outside of Illinois.

3. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

~~4. 3. Notwithstanding anything in the Agreement to the contrary, pursuant to~~In conformance with section 41 of the Illinois Franchise Disclosure Act ~~(815 ILCS 705 § 41)~~, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

~~4. Sections 705/19 and 705/20 of the Illinois Franchise Act provide rights to Franchisees concerning nonrenewal and termination of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the Illinois Franchise Act, the Illinois Franchise Act will control.~~

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

5. 6. No statement, questionnaire, ~~acknowledgement~~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~~franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

Exhibit B-2

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

FRANCHISOR:

MEMBER:

ABBAY CARPET CO., INC.

(signature of authorized officer)

(name of member)

| ~~Ted Dlugokienski~~ Bill Wilson

(signature)

(name of authorized officer)

| Chief ~~Financial~~ Operating Officer; and
Executive Vice President of ~~Operations and~~
~~Secretary~~ Sales and Marketing
(title of authorized officer)

(name of authorized signatory)

(effective date)

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

Exhibit B-3

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

FRANCHISOR:

MEMBER:

ABBAY CARPET CO., INC.

(signature of authorized officer)

(name of member)

| ~~Ted Dlugokienski~~ Bill Wilson

(name of authorized officer)

(signature)

| Chief ~~Financial~~ Operating Officer, and
Executive Vice President of ~~Operations and~~
~~Secretary~~ Sales and Marketing
(title of authorized officer)

(name of authorized signatory)

(effective date)

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

Exhibit B-4

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

FRANCHISOR:

MEMBER:

ABBAY CARPET CO., INC.

(signature of authorized officer)

(name of member)

| ~~Ted Dlugokienski~~ Bill Wilson

(signature)

(name of authorized officer)

| Chief ~~Financial~~ Operating Officer; and
Executive Vice President of ~~Operations and~~
~~Secretary~~ Sales and Marketing

(name of authorized signatory)

(title of authorized officer)

(effective date)

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

Exhibit B-5

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

FRANCHISOR:

MEMBER:

ABBAY CARPET CO., INC.

(signature of authorized officer)

(name of member)

| ~~Ted Dlugokienski~~ Bill Wilson

(signature)

(name of authorized officer)

| Chief ~~Financial~~ Operating Officer; and
Executive Vice President of ~~Operations and~~
~~Secretary~~ Sales and Marketing

(name of authorized signatory)

(title of authorized officer)

(effective date)

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

Exhibit B-6

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

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

| ~~Ted Dlugokienski~~ Bill Wilson

(signature)

(name of authorized officer)

| Chief ~~Financial~~ Operating Officer, and
Executive Vice President of ~~Operations and~~
~~Secretary~~ Sales and Marketing
(title of authorized officer)

(name of authorized signatory)

(effective date)

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

Exhibit B-7

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

FRANCHISOR:

MEMBER:

ABBAY CARPET CO., INC.

(signature of authorized officer)

(name of member)

| ~~Ted Dlugokienski~~ Bill Wilson

(signature)

(name of authorized officer)

| Chief ~~Financial~~ Operating Officer; ~~and~~
~~Executive Vice President of Operations and~~
~~Secretary~~ Sales and Marketing

(name of authorized signatory)

(title of authorized officer)

(effective date)

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

Exhibit B-8

Rhode Island Amendment

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

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

This section shall not in any way abrogate or reduce any rights of franchisees as provided for under the Rhode Island Franchise Investment Act (Rhode Island General Laws § 19-28.1-14). A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this act.

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

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

FRANCHISOR:

MEMBER:

ABBHEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

| ~~Ted Dlugokienski~~ Bill Wilson

(signature)

(name of authorized officer)

| Chief ~~Financial~~ Operating Officer; and
Executive Vice President of ~~Operations and~~
~~Secretary~~ Sales and Marketing
(title of authorized officer)

(name of authorized signatory)

(effective date)

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

Exhibit B-9

South Dakota Amendment

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

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

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

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

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

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

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

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

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

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

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

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

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

~~Exhibit B-9~~

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

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

FRANCHISOR:

MEMBER:

~~ABBAY CARPET CO., INC.~~

(signature of authorized officer)

(name of member)

Ted Dlugokienski

(name of authorized officer)

(signature)

~~Chief Financial Officer, Executive Vice~~

~~President of Operations and Secretary~~

(title of authorized officer)

(name of authorized signatory)

(effective date)

ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT

Exhibit B-9

Washington Amendment

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

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

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

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

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

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

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

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

~~8. 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 REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

ABBEY CARPET CO., INC.
MEMBERSHIP AGREEMENT

Exhibit B-9

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

FRANCHISOR:

MEMBER:

ABBEY CARPET CO., INC.

(signature of authorized officer)

(name of member)

~~Ted Dlugokienski~~ Bill Wilson

(name of authorized officer)

(signature)

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

(name of authorized signatory)

(effective date)

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

Exhibit B-10

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

Exhibit B-~~11~~-10

Wisconsin Amendment

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

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

2.4 Renewal Rights Under Wisconsin Law.

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

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

13.4 Franchisor's Obligation to Comply With Wisconsin Law.

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

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

13.5 Termination Rights Under Wisconsin Law.

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

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

Exhibit B-11-10

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

FRANCHISOR:

MEMBER:

ABBAY CARPET CO., INC.

(signature of authorized officer)

(name of member)

~~Ted Dlugokienski~~ Bill Wilson

(signature)

(name of authorized officer)

Chief ~~Financial~~ Operating Officer; and
Executive Vice President of ~~Operations and~~
~~Secretary~~ Sales and Marketing

(name of authorized signatory)

(title of authorized officer)

(effective date)

EXHIBIT "C"

ABBHEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 12, 2025, [as amended on May 1, 2025](#)

PRINCIPAL OWNER'S STATEMENT

EXHIBIT "D"

ABBEEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 12, 2025, [as amended on May 1, 2025](#)

STATE SPECIFIC ADDENDA

TO

THE FRANCHISE DISCLOSURE DOCUMENT

ILLINOIS DISCLOSURE

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

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

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

~~(a) Item 17 Cross Reference and Summary Table.~~

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

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

Agreement.

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

ABBEY CARPET CO., INC.
Franchise Disclosure Document

Exhibit D-4

Your rights upon ~~termination and non-renewal~~Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

No statement, questionnaire, or ~~acknowledgement~~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~~franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NEW YORK DISCLOSURE

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 "F" OR YOUR PUBLIC LIBRARY FOR SERVICES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. ITEM 3. LITIGATION.

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

- 2.** ~~3.~~ The following is to be added at the end of Item 3:

With the exception of what is stated above, the following applies 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.

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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. ~~4.~~ ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.

(a) Item 17 Cross Reference and Summary Table.

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

| Provision | Section in Membership Agreement | Summary |
|---|---------------------------------|---|
| c. Requirements for franchisee to renew or extend | Section 2.2 | <p>Notice, compliance with Membership Agreement, sign new Membership Agreement, and pay renewal fee</p> <p>If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new membership agreement that contains terms and conditions materially different from those in your previous membership agreement, such as different fee requirements and territorial rights.</p> <p>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</p> |

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| Provision | Section in Membership Agreement | Summary |
|---|---------------------------------|--|
| | | Sections 687(4) and 687(5) be satisfied. |
| d. Termination by you | Section 13.1 | Notice, compliance with Membership Agreement, release of liability. You may terminate the Membership Agreement on any grounds available by law. |
| m. Conditions for franchisor approval of transfer | Section 11.1 | <p>Includes payment of monies owed and fee; no breach; release of liability; transferee suitability; and execution of new agreement.</p> <p>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.</p> |
| v. Choice of forum | Section 16.2 | Florida, unless otherwise required by the laws of the State of New York. The foregoing choice of forum should not be considered a waiver of any right conferred upon you or us by Article 33 of the General Business Law of the State of New York. |
| w. Choice of law | Section 16.1 | Florida, unless otherwise required by the laws of the State of New York. The foregoing Choice of Law should not be considered a waiver of any right conferred upon you or us by Article 33 of the General Business Law of the State of New York. |

4. ~~5.~~ Franchise Questionnaires and Acknowledgements:

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

ABBEY CARPET CO., INC.
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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.

5. ~~6.~~ Receipts:

Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

**WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE
DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED
AGREEMENTS**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

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

~~IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON D.C. 20580 AND THE DEPARTMENT OF FINANCIAL INSTITUTIONS, SECURITIES DIVISION, 150 ISRAEL ROAD SW, TUMWATER, WASHINGTON 98501.~~

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

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

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

~~IN ANY ARBITRATION OR MEDIATION INVOLVING A FRANCHISE PURCHASED IN WASHINGTON, THE ARBITRATION OR MEDIATION SITE WILL BE EITHER IN THE STATE OF WASHINGTON, OR IN A PLACE MUTUALLY AGREED UPON AT THE TIME OF THE~~

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~~ARBITRATION OR MEDIATION, OR AS DETERMINED BY THE ARBITRATOR OR MEDIATOR AT THE TIME OF ARBITRATION OR MEDIATION. IN ADDITION, IF LITIGATION IS NOT PRECLUDED BY THE AGREEMENT, A FRANCHISEE MAY BRING AN ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE SALE OF FRANCHISES, OR A VIOLATION OF THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT, IN WASHINGTON.~~

~~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.~~

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.
~~TRANSFER FEES ARE COLLECTABLE TO THE EXTENT THAT THEY REFLECT THE FRANCHISOR'S REASONABLE ESTIMATED OR ACTUAL COSTS IN EFFECTING A TRANSFER.~~
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
~~PURSUANT TO RCW 49.62.020, A NONCOMPETITION COVENANT IS VOID AND UNENFORCEABLE AGAINST AN EMPLOYEE, INCLUDING AN EMPLOYEE OF A FRANCHISEE, UNLESS THE EMPLOYEE'S EARNINGS FROM THE PARTY SEEKING ENFORCEMENT, WHEN ANNUALIZED, EXCEED \$100,000 PER YEAR (AN AMOUNT THAT WILL BE ADJUSTED ANNUALLY FOR INFLATION). IN ADDITION, A NONCOMPETITION COVENANT IS VOID AND UNENFORCEABLE AGAINST AN INDEPENDENT CONTRACTOR OF A FRANCHISEE UNDER RCW 49.62.030 UNLESS THE INDEPENDENT CONTRACTOR'S EARNINGS FROM THE PARTY SEEKING ENFORCEMENT, WHEN ANNUALIZED, EXCEED \$250,000 PER YEAR (AN AMOUNT THAT WILL BE ADJUSTED ANNUALLY FOR INFLATION). AS A RESULT, ANY PROVISIONS CONTAINED IN THE AGREEMENT OR ELSEWHERE THAT CONFLICT WITH THESE LIMITATIONS ARE VOID AND UNENFORCEABLE IN WASHINGTON.~~
3. **Site of Arbitration, Mediation, and/or Litigation.** 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

ABBEY CARPET CO., INC.
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proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.
12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

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Exhibit D-15

15. Nonsolicitation Agreements. RCW 49.62.060 ~~PROHIBITS A FRANCHISOR FROM RESTRICTING, RESTRAINING, OR PROHIBITING A FRANCHISEE FROM (I) SOLICITING OR HIRING ANY EMPLOYEE OF A FRANCHISEE OF THE SAME FRANCHISOR OR (II) SOLICITING OR HIRING ANY EMPLOYEE OF THE FRANCHISOR. AS A RESULT, ANY SUCH PROVISIONS CONTAINED IN THE AGREEMENT OR ELSEWHERE ARE VOID AND UNENFORCEABLE IN WASHINGTON.~~ 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.
16. Questionnaires and Acknowledgments. 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.
17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.
19. Section 16.5 of the Franchise Agreement. The second sentence of Section 16.5 of the Franchise Agreement shall not apply in the State of Washington.
- ~~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.~~

EXHIBIT "F"

ABBAY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 12, 2025, [as amended on May 1, 2025](#)

LIST OF STATE ADMINISTRATORS

ABBHEY CARPET CO., INC.

List of State Administrators

MICHIGAN

Franchise Administrator
THE STATE OF MICHIGAN
Consumer Protection Division
[525 West Ottawa Street](#)
G. Mennen Williams Building, [1st Floor](#)
~~525 West Ottawa Street~~
Lansing, Michigan ~~48906~~[48913](#)
Telephone: (877) 765-8388

MINNESOTA

Securities Unit - Franchise Examiner
MINNESOTA DEPARTMENT OF
COMMERCE
85 7th Place East
Suite 280
St. Paul, Minnesota 55101
Telephone: (651) 539-1500

NEBRASKA

Department of Banking and Finance
THE STATE OF NEBRASKA
1526 "K" Street, Suite 300
Lincoln, Nebraska 68508-2732
Telephone: (402) 471-3445

NEW YORK

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
Telephone: (212) 416-8222

NORTH DAKOTA

Franchise Examiner
OFFICE OF SECURITIES COMMISSIONER
600 East Boulevard Avenue
State Capitol, 14th Floor
Bismarck, North Dakota 58505
Telephone: (701) 328-2910

OREGON

Department of Consumer & Business Services
Division of Finance and Corporate Securities
350 Winter Street NE
Fourth Floor
Salem, Oregon 97301-3883
Telephone: (503) 378-4140

RHODE ISLAND

Securities Examiner
STATE OF RHODE ISLAND
DEPARTMENT OF BUSINESS REGULATION
SECURITIES DIVISION
1511 Pontiac Avenue
Building 68-2
Cranston, Rhode Island 02920
Telephone: (401) 462-9527

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid Avenue, 2nd Floor
Pierre, South Dakota 57501
Telephone: (605) 773-3563

ABBEEY CARPET CO., INC.

List of State Administrators

TEXAS

Statutory Documents Section
TEXAS SECRETARY OF STATE
Registrations Unit
James Earl Rudder Office Building
1019 Brazos Street
Austin, Texas 78701
Telephone: (512) 475-0775

~~FEDERAL TRADE COMMISSION~~WISCONSIN

~~Bureau of Consumer Protection~~
~~Franchise Registration, Division of Securities~~
WISCONSIN DEPARTMENT OF FINANCIAL
INSTITUTIONS
4822 Madison Yards Way
~~FEDERAL TRADE COMMISSION~~North Tower
Madison, Wisconsin 53705
~~600 Pennsylvania Avenue, NW~~
~~Washington, D.C. 20580~~
Telephone: (~~202~~608) ~~326-2222~~266-0448

UTAH

Division of Consumer Protection
UTAH DEPARTMENT OF COMMERCE
Herber M. Wells Building
2nd Floor
160 East 300 South
Salt Lake City, Utah 84114-6704
Telephone: (801) 530-6601

FEDERAL TRADE COMMISSION

Bureau of Consumer Protection
FEDERAL TRADE COMMISSION
600 Pennsylvania Avenue, NW
Washington, D.C. 20580
Telephone: (202) 326-2222

VIRGINIA

State Corporation Commission
Division of Securities and Retail
Franchising
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
Telephone: (804) 371-9051

WASHINGTON

Washington State Department of Financial
Institutions
~~SECURITIES DIVISION~~Securities Division
P.O. Box 41200
Olympia, WA 98504-1200
~~150 Israel Road SW~~
~~Tumwater, Washington 98501~~
Telephone: (360) 902-8760

ABBAY CARPET CO., INC.

List of State Administrators

WISCONSIN

~~Franchise Registration, Division of
Securities~~

~~WISCONSIN DEPARTMENT OF
FINANCIAL INSTITUTIONS~~

~~4822 Madison Yards Way~~

~~North Tower~~

~~Madison, Wisconsin 53705~~

~~Telephone: (608) 266-0448~~

EXHIBIT "G"

ABBHEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 12, 2025, as amended on May 1, 2025

ABBHEY'S REGISTERED AGENTS

FOR SERVICE OF PROCESS

ABBHEY CARPET CO., INC.
Abbey's Registered Agents for Service of Process

We intend to register this disclosure document as a "franchise" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in those states:

CALIFORNIA

Commissioner of Financial Protection and
Innovation
THE STATE OF CALIFORNIA
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
Telephone: (213) 576-7500
(866) 275-2677
Website: www.dfpi.ca.gov
Email: Ask.DFPI@dfpi.ca.gov

CONNECTICUT

CONNECTICUT
DEPARTMENT OF BANKING
260 Constitution Plaza
Hartford, Connecticut 06103-1800
Telephone: (860) 240-8230

HAWAII

Commissioner of Securities
THE STATE OF HAWAII
King Kalakaua Building
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
Telephone: (808) 586-2744

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62701
Telephone: (217) 782-1090

NEW YORK

Office of the New York Department of State
One Commerce Plaza
99 Washington Avenue
6th Floor

INDIANA

Secretary of State
STATE OF INDIANA
302 West Washington Street, Room E018
Indianapolis, Indiana 46204
Telephone: (317) 232-6531

MARYLAND

Securities Commissioner
MARYLAND DIVISION OF SECURITIES
200 St. Paul Place
Baltimore, Maryland 21202-2020
Telephone: (410) 576-6360

MICHIGAN

Attorney General
THE STATE OF MICHIGAN
Consumer Protection, Franchise Section
[525 West Ottawa Street](#)
G. Mennen Williams Building, [1st Floor](#)
~~525 West Ottawa Street~~
Lansing, Michigan ~~48906~~[48913](#)
Telephone: (877) 765-8388

MINNESOTA

State of Minnesota
Department of Commerce
Securities Division
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
Telephone: (651) 539-1500

VIRGINIA

The Clerk of the
STATE CORPORATION COMMISSION
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

EXHIBIT "K"

ABBAY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 12, 2025, [as amended on May 1, 2025](#)

MASTER FRANCHISEE

EXHIBIT "L"

ABBHEY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 12, 2025, [as amended on May 1, 2025](#)

STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| State | Effective Date |
|--------------|---|
| California | Pending |
| Hawaii | Pending March 24, 2025 |
| Illinois | Pending March 18, 2025 |
| Indiana | Pending April 26, 2025 |
| Maryland | Pending March 20, 2025 |
| Michigan | Pending April 1, 2025 |
| Minnesota | Pending March 27, 2025 |
| New York | Pending March 31, 2025 |
| North Dakota | Pending March 18, 2025 |
| Rhode Island | Pending April 27, 2025 |
| South Dakota | Pending March 18, 2025 |
| Virginia | Pending March 18, 2025 |
| Washington | Pending |
| Wisconsin | Pending March 18, 2025 |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT "M"

ABBAY CARPET CO., INC.

FRANCHISE DISCLOSURE DOCUMENT

Dated March 12, 2025, [as amended on May 1, 2025](#)

RECEIPT

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Abbey Carpet Co., Inc. offer you a franchise, Abbey Carpet Co., Inc. must provide this disclosure document to you fourteen (14) calendar days (or sooner, if required by applicable state law) before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

New York requires that Abbey Carpet Co., Inc. provide you this disclosure document at the earlier of your first personal meeting to discuss the franchise or ten (10) business days before the execution of the membership or other agreement, or the payment of any consideration that relates to the franchise relationship. Michigan requires that Abbey Carpet Co., Inc. provide you this disclosure document at least ten (10) business days before the execution of the membership or other agreement, or the payment of any consideration that relates to the franchise relationship. Iowa requires that Abbey Carpet Co., Inc. provide you this disclosure document at the earlier of your first personal meeting to discuss the franchise or fourteen (14) calendar days before the execution of the membership or other agreement, or the payment of any consideration that relates to the franchise relationship.

If Abbey Carpet Co., 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, D.C. 20580 and the appropriate state agency identified on Exhibit "F."

The franchise seller(s) involved with the sale of this franchise is/are the individual(s) indicated below. All of the below-listed franchise sellers share the same business address, which is Abbey Carpet Co., Inc., 3471 Bonita Bay Boulevard, Bonita Springs, Florida 34134, and the same business phone number, which is (800) 873-2223.

(franchisee or franchise seller must indicate "X" next to individual(s) involved in sales process)

____ Philip Gutierrez

____ Steven Mintz

____ Gary Phelps

____ Harold Traister

____ Ken Sherwood

____ Jeff Andrews

| Issuance Date: March 12, 2025, as amended on May 1, 2025

See Exhibit "G" for registered agents authorized to receive service of process.

| I have received a disclosure document, dated March 12, 2025, as amended on May 1, 2025, that included the following Exhibits:

- | | |
|--|---|
| A. Membership Agreement | G. Abbey's Registered Agents for Service of Process |
| B. State Specific Amendments to Membership Agreement | H. Abbey's Currently Operating Members |
| C. Principal Owner's Statement | I. Abbey's Not Yet Operational Members |
| D. State Specific Addenda to the Franchise Disclosure Document | J. Abbey's Terminated or Cancelled Members |
| E. Audited Financial Statements | K. Master Franchisee |
| F. List of State Administrators | L. State Effective Dates |
| | M. Receipt |

(Signature of Prospective Franchisee)

(Date of Receipt)

(Name of Prospective Franchisee)

YOUR COPY

KEEP THIS COPY FOR YOUR RECORDS.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Abbey Carpet Co., Inc. offers you a franchise, Abbey Carpet Co., Inc. must provide this disclosure document to you fourteen (14) calendar days (or sooner, if required by applicable state law) before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

New York requires that Abbey Carpet Co., Inc. provide you this disclosure document at the earlier of your first personal meeting to discuss the franchise or ten (10) business days before the execution of the membership or other agreement, or the payment of any consideration that relates to the franchise relationship. Michigan requires that Abbey Carpet Co., Inc. provide you this disclosure document at least ten (10) business days before the execution of the membership or other agreement, or the payment of any consideration that relates to the franchise relationship. Iowa requires that Abbey Carpet Co., Inc. provide you this disclosure document at the earlier of your first personal meeting to discuss the franchise or fourteen (14) calendar days before the execution of the membership or other agreement, or the payment of any consideration that relates to the franchise relationship.

If Abbey Carpet Co., 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, D.C. 20580 and the appropriate state agency identified on Exhibit "F."

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(franchisee or franchise seller must indicate "X" next to individual(s) involved in sales process)

____ Philip Gutierrez
____ Steven Mintz
____ Gary Phelps

____ Harold Traister
____ Ken Sherwood
____ Jeff Andrews

Issuance Date: March 12, 2025, [as amended on May 1, 2025](#)

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- B. State Specific Amendments to Membership Agreement
- C. Principal Owner's Statement
- D. State Specific Addenda to the Franchise Disclosure Document
- E. Audited Financial Statements
- F. List of State Administrators

- G. Abbey's Registered Agents for Service of Process
- H. Abbey's Currently Operating Members
- I. Abbey's Not Yet Operational Members
- J. Abbey's Terminated or Cancelled Members
- K. Master Franchisee
- L. State Effective Dates
- M. Receipt

(Signature of Prospective Franchisee)

(Date of Receipt)

(Name of Prospective Franchisee)

OUR COPY

RETURN THIS COPY TO US FOR OUR RECORDS.