

## FRANCHISE DISCLOSURE DOCUMENT



**FLOORS TO GO, LLC**  
**A Florida Limited Liability Company**  
**3471 Bonita Bay Boulevard**  
**Bonita Springs, Florida 34134**  
**(866) 357-7246**  
**[www.floorstogo.com](http://www.floorstogo.com)**

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

The total investment necessary to begin operation of a FTG franchise is between approximately \$23,050 and \$61,900. This includes \$10,000 that must be paid to FTG 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 FTG 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, FTG 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](http://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](#)

FTG 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 Managers of FTG**

#### **Philip Gutierrez - Chief Executive Officer, President and Sole Manager**

Mr. Gutierrez has been the Sole Manager and Chief Executive Officer of FTG since it was founded in June 2002 and became the President in November 2017 in Bonita Springs, Florida. He is also the Chief Executive Officer, Sole Director and Chairman of Abbey since January 1981, and President of Abbey since November 2017. 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. Dlugokienski has been the Vice President of Finance for FTG since it was founded in June 2002 and currently is the Chief Financial Officer, Executive Vice President of Operations and Secretary in Bonita Springs, Florida. He is also the Chief Financial Officer since August 2011, Secretary since December 2012, and Executive Vice President of Operations since November 2017 of Abbey.~~

Ms. Butler joined FTG and Abbey in April 2024 as Controller and became the Chief Financial Officer in May 2025 in Bonita Springs, Florida. 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 FTG and Abbey 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 FTG since September 2004 in Bonita Springs, Florida. He holds the same position with Abbey, in which he has served since November 1998.

**Bobby Thompson – Vice President of Merchandising and Member Services**

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

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

Mr. Wilson has been ~~employed by FTG since June 2002 and currently is~~ the Executive Vice President of Sales and Marketing of FTG since June 2002 and became the Chief Operating Officer in May 2025 in Bonita Springs, Florida. He ~~holds the same position with Abbey, in which he has served~~ is also Executive Vice President of Sales and Marketing of Abbey since December 2022, and Chief Operating Officer of Abbey since May 2025.

**Gary Phelps – Regional Vice President – Midwest Region**

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

**Harold Traister – Regional Vice President – Northeast Region**

Mr. Traister joined FTG and Abbey 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 FTG and Abbey 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 FTG and Abbey in December of 2022 as Vice President of Merchandising in Bonita Springs, Florida. Prior to joining FTG, 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 FTG and Abbey 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.

membership agreements, and to encourage the opening of FTG Showrooms. We may, in the future, change the Initial Membership Fee then being charged to new members.

**ITEM 6. OTHER FEES**

| <b>Type of Fee</b>   | <b>Amount</b>                               | <b>Due Date</b>   | <b>Remarks<sup>(1)</sup></b>   |
|--|---|---|--|
| Service Fee<br>(Single Showroom) <sup>(2)</sup> <sup>(3)</sup>                 | \$400                                       | 10 <sup>th</sup> Day of Each Month                      | These fees are non-refundable.   |
| Advertising Fee<br>(Single or Multiple Showroom) <sup>(3)</sup> <sup>(4)</sup> | \$3,000                                     | Payable semi-annually, in two equal payments of \$1,500 | These fees are non-refundable. Paid to FTG.  |
| Local Advertising <sup>(5)</sup>   | 4%-6% of monthly gross sales <sup>(6)</sup> | 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%. <sup>(7)</sup>   |
| 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. <sup>(8)</sup> |
| <u>Annual Convention</u>   | <u>\$299 for the first two</u>              | <u>As incurred</u>                                      | <u>These fees are non-refundable.</u>  |

| Type of Fee           | Amount   | Due Date                      | Remarks <sup>(1)</sup>                |
|-----------------------|--|-------------------------------|---------------------------------------|
|                       | <u>individuals and \$250.00 for each additional individual<sup>(9)</sup></u> |                               |                                       |
| <u>Website Design</u> | <u>\$60 to \$375<sup>(10)</sup></u>  | <u>As Incurred Each Month</u> | <u>These fees are non-refundable.</u> |

**Footnotes to table:**

- (1) All fees are uniformly imposed and, except as otherwise noted, collected by FTG.
- (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 FTG's relationships with its members, including, without limitation, administrative costs connected to the FTG CashBack Program and FTG's merchandising programs, store design/Redesign (as defined below) programs and business-to-business programs.
- (3) FTG 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 FTG System. The maximum amount that FTG will increase these fees to is \$5,000.
- (4) Your Advertising Fee will not exceed \$3,000.00 per year regardless of the number of Showrooms you have.
- (5) FTG expects, but does not require, that you spend a minimum of 4% to 6% of monthly gross sales per Showroom on local advertising.
- (6) Gross Sales includes all revenue from your Showroom for goods and services, but does not include sales and use taxes, and refunds.
- (7) FTG has the right to audit your books and records relating to your commitment to purchase, for each of your Showrooms, \$350,000 or 80% of your total floor covering and window treatment purchases, whichever is greater, through the FTG Marketing System during the calendar year following the opening of each such Showroom. If an inspection discloses a deficiency of two percent (2%) or more, you agree to reimburse FTG for all costs and expenses connected with such audit (including, without limitation, reasonable accounting and attorneys' fees).
- (8) FTG, at FTG's expense, will provide and deliver to you at your Showroom the racks, displays and samples necessary to convert your Showroom to a FTG Showroom as well as a retail store design consultant to assist you with adapting the FTG Showroom design package to your Showroom (the "Redesign"). FTG will not purchase any tenant improvement items including, among other things, installation of floor coverings in showrooms, furniture, or office equipment. FTG 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. FTG 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 FTG 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 ( $\$30,000 - [\$30,000 \times (20\% \times 2)] = \$18,000$ ). The Early Termination Fee shall be due and payable to FTG 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 a FTG member for the entire initial five-year term.

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

(10) [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 <sup>(1)</sup>   | \$10,000                           | \$1,000 upfront fee; \$9,000 from CashBack Participation <sup>(2)</sup> | \$1,000 at signing          | FTG                           |
| Equipment, Fixtures, Other Fixed Assets, Construction, Remodeling, Leasehold Improvements, and Decorating Costs (Optional) <sup>(3)</sup> | \$7,500 to \$25,000 <sup>(4)</sup> | Lump Sum or Independent Financing                                       | 6-12 months from signing    | Third Parties                 |
| Other Displays <sup>(5)</sup> (Optional)  | \$400 - \$1,500 per Showroom       | Lump Sum  | Upon Purchase of Displays   | Third Parties                 |
| Service Fee   | \$400                              | Periodic  | Monthly after one (1) month | FTG                           |

|    | Provision                         | Section in Membership Agreement | Summary   |
|----|-----------------------------------|---------------------------------|---|
|    |                                   |                                 | document and membership agreement may not be enforceable.   |
| u. | Dispute resolution by arbitration | Sections 14.1 through 14.3      | Must use binding arbitration in certain cases, optional in other cases, subject to applicable state law |
| v. | Choice of forum                   | Section 16.2                    | Florida, subject to applicable state law  |
| w. | Choice of law                     | Section 16.1                    | Florida, subject to applicable state law  |

#### ITEM 18. PUBLIC FIGURES

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

#### ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a member's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not 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](#), Floors To Go, LLC, 3471 Bonita Bay Boulevard, Bonita Springs, Florida 34134, (866) 357-7246, 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 | Outlets at the End of the Year | Net Change |
|-------------|------|-----------------------------|--------------------------------|------------|
|-------------|------|-----------------------------|--------------------------------|------------|

**EXHIBIT "A"**

**FLOORS TO GO, LLC**

**FRANCHISE DISCLOSURE DOCUMENT**

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

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**MEMBERSHIP AGREEMENT**

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**Floors To Go, LLC**  
**MEMBERSHIP AGREEMENT**

meeting within ten (10) days of receipt of the Dispute Notice and shall thereafter meet and negotiate in good faith for a period of not less than thirty (30) days to attempt to resolve the Dispute. During such 30-day negotiation period, a party asserting a claim for damages or equitable relief or any defense thereto against any other party shall disclose to the other party all previously undisclosed factual evidence and legal basis of such claim or defense; *provided, however*, that (i) failure to provide any such disclosure or to state any such legal basis shall not operate as a waiver of such legal basis or operate to preclude the presentation or introduction of such factual evidence in any subsequent arbitration or proceeding or otherwise constitute a waiver of any right or claim which a party may then or thereafter possess; and (ii) any settlement proposal made or provided shall be deemed to have been made or provided as part of a settlement discussion and may not be introduced in any arbitration or legal proceeding without the prior written consent of the party making such disclosure and/or statement.

14.3. Arbitration. If the Negotiating Teams fail to resolve the Dispute within the 30-day negotiation period set forth above, any party may notify the other party of such failure by delivery of a written notice (a "Final Dispute Notice"). Upon the giving or receipt of a Final Dispute Notice, any unresolved Dispute, including without limitation, any disagreement regarding the interpretation or the operation of this Agreement shall be determined by final and binding arbitration under the rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in the county in Florida in which we maintain our principal office, or such other mutually agreed upon location before a panel of three arbitrators. One arbitrator shall be selected by each of the parties and the third arbitrator shall be selected by the two arbitrators designated by the parties. The arbitrators shall have the authority to award to the prevailing party all of its reasonable costs and expenses identified in Section 9.5 above, including, without limitation, paralegal and attorneys' fees. The arbitration award shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction. It is explicitly agreed by each of the parties hereto that no such arbitration shall be commenced except in conformity with this Article 14.

14.4. Interim Relief. Notwithstanding any provisions of Article 14 set forth above, any party to this Agreement may seek, at any time from any court having jurisdiction, any preliminary, interim or provisional relief or measures, including, without limitation, preliminary or temporary injunctive relief with respect to any violation of Sections 3.1(a), 4, 9.3, 9.4, 11.1(a), or 13.3(a)(2)-(a)(6), without violating the agreement to arbitrate set forth above, and without waiving the right to arbitrate.

**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:

Floors To Go, LLC  
3471 Bonita Bay Boulevard  
Bonita Springs, Florida 34134  
Attention: ~~Ted Dlugokienski~~ [Bill Wilson](#)

**Floors To Go, LLC**  
**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:

**FLOORS TO GO, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
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 Floors To Go 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 the 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):**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(signature of authorized officer)

\_\_\_\_\_  
(printed name of business entity)

| ~~Ted Dlugokienski~~ Bill Wilson \_\_\_\_\_

\_\_\_\_\_  
(authorized signature)

\_\_\_\_\_  
(name of authorized officer)

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

\_\_\_\_\_  
(printed name of authorized signatory)

(title of authorized officer)

\_\_\_\_\_  
(individual signature)

\_\_\_\_\_  
(printed name of individual)

**SCHEDULE "B"**

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**STATE SPECIFIC AMENDMENTS  
to  
THE MEMBERSHIP AGREEMENT**

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*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"**

**FLOORS TO GO, LLC**

**FRANCHISE DISCLOSURE DOCUMENT**

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

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**STATE SPECIFIC AMENDMENTS**

**TO THE MEMBERSHIP AGREEMENT**

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

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**FLOORS TO GO, LLC  
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 Floors To Go, LLC below.

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(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)

**FLOORS TO GO, LLC  
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.

~~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, ~~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.

***THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY***

**FLOORS TO GO, LLC  
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 Floors To Go, LLC below.

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(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)

**FLOORS TO GO, LLC  
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 Floors To Go, LLC below.

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(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)

**FLOORS TO GO, LLC  
MEMBERSHIP AGREEMENT**

**Exhibit B-4**

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

**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 Floors To Go, LLC below.

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(signature of authorized officer)

\_\_\_\_\_  
(name of member)

| ~~Ted Dlugokienski~~ Bill Wilson \_\_\_\_\_

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name of authorized officer)

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

\_\_\_\_\_  
(name of authorized signatory)

(title of authorized officer)

\_\_\_\_\_  
(effective date)

**FLOORS TO GO, LLC  
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 Floors To Go, LLC below.

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(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)

**FLOORS TO GO, LLC  
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 Floors To Go, LLC below.

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(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)

**FLOORS TO GO, LLC  
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 Floors To Go, LLC below.

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(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)

**FLOORS TO GO, LLC  
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 Floors To Go, LLC below.

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(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)

~~FLOORS-TO-GO, LLC~~  
~~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.

~~**FLOORS TO GO, LLC**~~  
~~**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 Floors To Go, LLC below.

~~**FRANCHISOR:**~~

~~**MEMBER:**~~

~~**FLOORS TO GO, LLC**~~

\_\_\_\_\_  
(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)

FLOORS TO GO, LLC  
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~~

**FLOORS TO GO, LLC**  
**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 Floors To Go, LLC below.~~

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(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)

~~FLOORS TO GO, LLC~~  
~~MEMBERSHIP AGREEMENT~~

~~Exhibit B-10~~

**FLOORS TO GO, LLC  
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***

**FLOORS TO GO, LLC  
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 Floors To Go, LLC below.

**FRANCHISOR:**

**MEMBER:**

**FLOORS TO GO, LLC**

\_\_\_\_\_  
(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"**

**FLOORS TO GO, LLC**

**FRANCHISE DISCLOSURE DOCUMENT**

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

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**PRINCIPAL OWNER'S STATEMENT**

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**EXHIBIT "D"**

**FLOORS TO GO, LLC**

**FRANCHISE DISCLOSURE DOCUMENT**

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

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**STATE SPECIFIC ADDENDA**

**TO THE FRANCHISE DISCLOSURE DOCUMENT**

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## 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   |
|----|-----------------|---------------------------------|---|
| v. | Choice of forum | Section 16.2                    | <del>Florida, unless otherwise required by state laws of the State of Illinois.</del> |
| w. | Choice of law   | Section 16.1                    | <del>Florida unless otherwise required by the laws of the State of Illinois.</del>    |

Illinois law governs the [Membership Franchise](#) 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.

FLOORS TO GO, LLC  
*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, FTG 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.

FLOORS TO GO, LLC  
*Franchise Disclosure Document*

**Exhibit D-9**

- C. No such party has been convicted of a felony or pleaded *nolo contendere* to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded *nolo contendere* to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.
- D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. ~~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</p> |

FLOORS TO GO, LLC  
*Franchise Disclosure Document*

**Exhibit D-9**

| Provision | Section in<br>Membership<br>Agreement | Summary |
|-----------|---------------------------------------|---------|
|-----------|---------------------------------------|---------|

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 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, FTG 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~~

FLOORS TO GO, LLC  
Franchise Disclosure Document

**Exhibit D-15**

~~RELATIONSHIP WITH THE FRANCHISOR INCLUDING THE AREAS OF TERMINATION AND RENEWAL OF YOUR FRANCHISE.~~

~~IN ANY ARBITRATION OR MEDIATION INVOLVING A FRANCHISE PURCHASED IN WASHINGTON, THE ARBITRATION OR MEDIATION SITE WILL BE EITHER IN THE STATE OF WASHINGTON, OR IN A PLACE MUTUALLY AGREED UPON AT THE TIME OF THE ARBITRATION OR MEDIATION, OR AS DETERMINED BY THE ARBITRATOR OR MEDIATOR AT THE TIME OF ARBITRATION OR MEDIATION. IN ADDITION, IF LITIGATION IS NOT PRECLUDED BY THE AGREEMENT, A FRANCHISEE MAY BRING AN ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THE SALE OF FRANCHISES, OR A VIOLATION OF THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT, IN WASHINGTON.~~

~~A RELEASE OR WAIVER OF RIGHTS EXECUTED BY A FRANCHISEE MAY NOT INCLUDE RIGHTS UNDER THE WASHINGTON FRANCHISE INVESTMENT PROTECTION ACT OR ANY RULE OR ORDER THEREUNDER EXCEPT WHEN EXECUTED PURSUANT TO A NEGOTIATED SETTLEMENT AFTER THE AGREEMENT IS IN EFFECT AND WHERE THE PARTIES ARE REPRESENTED BY INDEPENDENT COUNSEL. PROVISIONS SUCH AS THOSE WHICH UNREASONABLY RESTRICT OR LIMIT THE STATUTE OF LIMITATIONS PERIOD FOR CLAIMS UNDER THE ACT, OR RIGHTS OR REMEDIES UNDER THE ACT SUCH AS A RIGHT TO A JURY TRIAL, MAY NOT BE ENFORCEABLE.~~

~~TRANSFER FEES ARE COLLECTABLE TO THE EXTENT THAT THEY REFLECT THE FRANCHISOR'S REASONABLE ESTIMATED OR ACTUAL COSTS IN EFFECTING A TRANSFER.~~

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.

~~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.~~

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

FLOORS TO GO, LLC  
*Franchise Disclosure Document*

**Exhibit D-15**

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.

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 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.
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).

FLOORS TO GO, LLC  
Franchise Disclosure Document

**Exhibit D-15**

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.
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

FLOORS TO GO, LLC  
*Franchise Disclosure Document*

**Exhibit D-15**

such provisions contained in the franchise agreement or elsewhere are void and unenforceable in 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.~~

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.

**EXHIBIT "F"**

**FLOORS TO GO, LLC**

**FRANCHISE DISCLOSURE DOCUMENT**

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

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**LIST OF STATE ADMINISTRATORS**

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## MARYLAND

Office of Attorney General  
SECURITIES DIVISION  
200 St. Paul Place  
Baltimore, Maryland 21202-2020  
Telephone: (410) 576-6360

## MICHIGAN

- Franchise Administrator  
THE STATE OF MICHIGAN  
Consumer Protection Division  
[525 West Ottawa Street](#)  
G. Mennen Williams Building, [1<sup>st</sup> 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

## 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

## 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

## 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

## WISCONSIN

Franchise Registration, Division of Securities  
WISCONSIN DEPARTMENT OF FINANCIAL  
INSTITUTIONS  
4822 Madison Yards Way  
North Tower  
Madison, Wisconsin 53705  
Telephone: (608) 266-0448

## FEDERAL TRADE COMMISSION

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

**EXHIBIT "G"**

**FLOORS TO GO, LLC**

**FRANCHISE DISCLOSURE DOCUMENT**

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

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**FTG'S REGISTERED AGENTS**

**FOR SERVICE OF PROCESS**

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**FLOORS TO GO, LLC**  
Floors To Go's Registered Agents for Service of Process

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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 4<sup>th</sup> Street, Suite 750  
Los Angeles, California 90013-2344  
Telephone: (213) 576-7500  
(866) 275-2677  
Website: [www.dfpi.ca.gov](http://www.dfpi.ca.gov)  
Email: [Ask.DFPI@dfpi.ca.gov](mailto: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

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, [1<sup>st</sup> Floor](#)  
~~525 West Ottawa Street~~  
Lansing, Michigan ~~48906~~ [48913](#)  
Telephone: (877) 765-8388

MINNESOTA

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

**EXHIBIT "K"**

**FLOORS TO GO, LLC**

**FRANCHISE DISCLOSURE DOCUMENT**

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

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**STATE EFFECTIVE DATES**

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## 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       | <del>Pending</del> <a href="#">March 24, 2025</a>   |
| Illinois     | <del>Pending</del> <a href="#">March 18, 2025</a>   |
| Indiana      | <del>Pending</del> <a href="#">April 26, 2025</a>   |
| Maryland     | <del>Pending</del> <a href="#">March 19, 2025</a>   |
| Michigan     | <del>Pending</del> <a href="#">January 26, 2025</a> |
| Minnesota    | <del>Pending</del> <a href="#">March 27, 2025</a>   |
| New York     | <del>Pending</del> <a href="#">March 27, 2025</a>   |
| North Dakota | <del>Pending</del> <a href="#">March 18, 2025</a>   |
| Rhode Island | <del>Pending</del> <a href="#">April 24, 2025</a>   |
| South Dakota | <del>Pending</del> <a href="#">March 18, 2025</a>   |
| Virginia     | <del>Pending</del> <a href="#">March 18, 2025</a>   |
| Washington   | Pending   |
| Wisconsin    | <del>Pending</del> <a href="#">March 18, 2025</a>   |

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 "L"**

**FLOORS TO GO, LLC**

**FRANCHISE DISCLOSURE DOCUMENT**

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

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**RECEIPT**

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## 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 Floors To Go, LLC offers you a franchise, Floors To Go, LLC 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 Floors To Go, LLC 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 Floors To Go, LLC 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 Floors To Go, LLC 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 Floors To Go, LLC does not deliver this disclosure document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the 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 Floors To Go, LLC, 3471 Bonita Bay Boulevard, Bonita Springs, Florida 34134, and the same business phone number, which is (866) 357-7246.

(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. | FTG's Registered Agents for Service of |
| B. | State Specific Amendments to the Membership Agreement       |    | Process                                |
| C. | Principal Owner's Statement                                 | H. | FTG's Currently Operating Members      |
| D. | State Specific Addenda to the Franchise Disclosure Document | I. | FTG's Not Yet Operational Members      |
| E. | Audited Financial Statements                                | J. | FTG's Terminated or Cancelled Members  |
| F. | List of State Administrators                                | K. | State Effective Dates                  |
|    |   | L. | 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 Floors To Go, LLC offers you a franchise, Floors To Go, LLC 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.

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If Floors To Go, LLC does not deliver this disclosure document on time, or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the 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 Floors To Go, LLC, 3471 Bonita Bay Boulevard, Bonita Springs, Florida 34134, and the same business phone number, which is (866) 357-7246.

(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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| C. Principal Owner's Statement                                 | H. FTG's Currently Operating Members      |
| D. State Specific Addenda to the Franchise Disclosure Document | I. FTG's Not Yet Operational Members      |
| E. Audited Financial Statements                                | J. FTG's Terminated or Cancelled Members  |
| F. List of State Administrators                                | K. State Effective Dates                  |
|  | L. Receipt                                |

\_\_\_\_\_  
(Signature of Prospective Franchisee)

\_\_\_\_\_  
(Date of Receipt)

\_\_\_\_\_  
(Name of Prospective Franchisee)

**OUR COPY**

RETURN THIS COPY TO US FOR OUR RECORDS.