



FRANCHISE DISCLOSURE DOCUMENT

Lifetime Green Coatings LLC
A Delaware Limited Liability Company
12415 Old Meridian Street
Carmel, Indiana 46032
Tel: 877-660-4376
franchising@lifetimegreencoatings.com
www.lifetimegreencoatings.com

The franchise that we offer is for Lifetime Green Coatings, a business that provides eco-friendly industrial grade floor coatings for residential garages and commercial facilities, the design and installation of garage cabinetry and storage solutions, and other products and services (each, a “Franchised Business” or “Lifetime Green Coatings Business”).

~~The total investment necessary to begin operation of a Lifetime Green Coatings franchise is \$127,500 to \$518,250. The total investment necessary to begin operation of a Lifetime Green Coatings Business under a franchise agreement with a single base territory is \$127,500 to \$238,250. This includes \$80,000 to \$365,000 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a Lifetime Green Coatings Business under a franchise agreement with a single base territory that has been supplemented with additional single family dwellings is \$127,501 to \$278,249. This includes \$80,001 to \$124,999 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a Lifetime Green Coatings Business under a franchise agreement with a single base territory that has been supplemented with additional territories is \$167,500 to \$518,250. This includes \$120,000 to \$365,000 that must be paid to the franchisor or its affiliates.~~

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

You may wish to receive your disclosure document in another form that is more convenient for you. To discuss the availability of disclosures in different forms, contact William Isenhart, President and COO, Lifetime Green Coatings LLC, 12415 Old Meridian Street, Carmel, Indiana 46032.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire 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, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 3, 2025

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.
2. **Financial Condition**. The Franchisor's financial condition as reflected in its financial statements (see Item 21), calls into question the Franchisor's financial ability to provide services and support to you.
3. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

~~**Unregistered Trademark**. The primary trademark that you will use in your business is not federally registered. If the franchisor's right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer.~~

- ~~5. **Turnover Rate**. In the last year, a high percentage of franchised outlets were terminated or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.~~

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

and Chief Executive Officer of our affiliate owned Lifetime Coatings and Lifetime Garage. Mr. Dzama is an owner and executive of the other affiliate owned entities disclosed in Item 1 of this Disclosure Document.

William Isenhart, President and Chief Operating Officer

William Isenhart is our President and Chief Operating Officer, and Mr. Isenhart has served in this role since November 2021. From 2020 through November 2021, Mr. Isenhart served as the Chief Operating Officer for Smash Franchise Partners.

Thomas Morrow, Chief Financial Officer

Thomas Morrow is our Chief Financial Officer and has served in this role since October 2024. From March 2024 to October 2024 Mr. Morrow was the Corporate Controller at American Shared Hospital Services, located in San Francisco, California. From October 2021 to April 2023 Mr. Morrow was the Chief Financial Officer at Beyond Podiatry, LLC, located in New Baltimore, Michigan. From June 2010 to October 2021, Mr. Morrow worked as an independent senior finance and accounting consultant in Chicago, Illinois, with clients ranging in size from \$10M to \$150B in revenue.

Paul Polheber, Vice President of Learning and Development

Paul Polheber is our Vice President of Learning and Development and Mr. Polheber has served in this role since May 2022. From 2020 through May 2022, Mr. Polheber served in various roles for Smash Franchise Partners located in Carmel, Indiana. From May 2020 to June 2021, Mr. Polheber served as Director of Learning and Development for Smash Franchise Partners. From June 2021 to May 2022, Mr. Polheber served as Smash My Trash's Director of Franchise Support.

Darla McKnight, Vice President of Franchise Support

Darla McKnight is our Director of Franchise Support and Ms. McKnight has served in this role since May 2022. From December 2018 to April 2020, Ms. McKnight served as Director of Corporate Operations at Revolution Real Estate in Burleson, Texas. From May 2020 to May 2022, Ms. Knight served in a number of roles at Smash Franchise Partners in Carmel, Indiana from Franchise Support to Director of Corporate Operations.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

When you sign a Franchise Agreement you must pay to us a non-refundable initial franchise fee (the "Initial Franchise Fee"). The Initial Franchise Fee is \$60,000 for a geographic operating territory that includes a base territory of approximately 100,000 single family dwellings (a "Base Territory"). If at the time of signing your Franchise Agreement, subject to market type, availability, and our discretion, you wish to increase the size of your Base Territory by adding additional single-family dwellings, the Initial Franchise Fee will be increased \$0.60 for each additional single family dwelling located within your Base Territory at the time of signing the Franchise Agreement. The fee for a Base Territory that has been supplemented with additional single family dwellings shall

Insurance Requirements

- a) Coverage against direct physical loss or damage to real and personal property, including improvements and betterments, written on a special form peril basis, including flood and earthquake, if the relevant property is situated in a flood or earthquake zone, in an amount equal to 100% of the Franchised Business' property value;
- b) Comprehensive general liability insurance, written on an occurrence basis, extended to include contractual liability, products and completed operations, and personal and advertising injury, with a combined bodily injury and property damage limit of at least \$1,000,000 per occurrence, \$2,000,000 in aggregate;
- c) Statutory workers' compensation insurance and employers' liability insurance as required by the law of the state in which the Franchised Business is located, including statutory workers' compensation limits and employers' liability limits of at least \$1,000,000;
- d) Business automobile insurance, including liability insurance coverage for hired and non-owned automobiles, with a combined single bodily injury and property damage limit of at least \$1,000,000 per occurrence;
- e) Business interruption insurance equal to 12 months of your net income and continuing expenses including Royalty Fees;
- f) Commercial umbrella liability insurance with total liability limit of at least \$1,000,000;
- g) Cyber insurance in the amount of at least \$1,000,000 protecting against first party and third party claims;
- h) Employment practices liability insurance with a limit of at least \$2,000,000 including actions of a third party and a minimum limit of \$100,000 for wage and hour disputes; and
- i) All other insurance that we require in the Manual or that is required by law or by the lease or sublease for the Franchised Business.

Purchase Agreements and Cooperatives

We may, in our discretion, negotiate purchase agreements, including price terms, with designated suppliers for source restricted goods and services, for the benefit of the franchisees, on behalf of the System. We may establish preferred vendor programs with suppliers on behalf of some or all of the Lifetime Green Coatings Businesses under the System and, in doing so, we may limit the number of approved vendors and/or suppliers that you may purchase from and we may designate one vendor as your sole supplier. Presently there are no purchase or supply agreements in effect for source restricted products or services and there are no purchasing or distribution cooperatives that you must join. You will not receive any material benefits for using our designated or approved suppliers.

Our Right to Receive Compensation and Our Revenue from Source Restricted Purchases

We and/or our affiliates may receive rebates, payments and other material benefits from suppliers based on franchisee purchases and we reserve the right to institute and expand rebate programs in the future. We do not provide our franchisees with any material benefits based on a franchisee's purchase of particular products or services or use of particular suppliers. During our fiscal year ended December 31, 2024, we have not received revenue from suppliers of franchisee purchases of source restricted products or services. During our fiscal year ended December 31, 2024, we have not received revenue, rebates or other material consideration based on required purchases and leases.

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(k) New Franchise Outlet – means, as to a particular Calendar Year, a Franchise Outlet that for the first time opened and commenced operations during the Calendar Year. For example, if a Franchise Outlet first opened for business in February 2023, as to the 2023 Calendar Year, the Franchise Outlet would qualify as a New Franchise Outlet and not as an Operational Franchise Outlet (see definition below). If this Franchise Outlet remained in operation throughout the 2024 Calendar Year, it would qualify as an Operational Franchise Outlet during the 2024 Calendar Year.

(l) Operational Franchise Outlet – means, as to a particular Calendar Year, a Franchise Outlet that was open and in operation on or prior to the commencement of the Calendar Year. For example, if a Franchise Outlet first opened for business in February 2023, as to the 2023 Calendar Year, the Franchise Outlet would qualify as a New Franchise Outlet, see definition above, and not as an Operational Franchise Outlet. If this Franchise Outlet remained in operation throughout the 2024 Calendar Year, it would qualify as an Operational Franchise Outlet during the 2024 Calendar Year.

(m) Outlet – refers to either a Company Owned Outlets or Franchise Outlet, as the context requires.

(n) Quartile – refers to the relative performance of the operational Outlets, a Company Owned Outlet or Franchise Outlet, as the context requires. The “1st Quartile” refers to the top 25% performing operational Outlets based on Gross Sales, the “2nd Quartile” refers to the next highest 25% performing operational Outlets based on Gross Sales, and so on.

(n) YOY Sales Growth – refers to the year over year calculation of the percentage of growth for Gross Sales for each Outlet. YOY Sales Growth is calculated by comparing the Gross Sales of a particular Calendar Year with the Gross Sales for the next Calendar Year.

BASES AND ASSUMPTIONS

The financial information was prepared on a basis consistent with generally accepted accounting principles during the respective Calendar Years. Data for our Company Owned Outlet is based on information reported to us by our affiliate. ~~Data for our Operational Franchise Outlets is based on financial information reported to us by our franchisees. The information in this analysis has not been audited and is based on historical financial data.~~

ANALYSIS OF COMPANY OWNED OUTLET

During the 2021 Calendar Year we had two Company Owned Outlets comprised of our Denver, Colorado Company Owned Outlet and our Dallas, Texas Company Owned Outlet. Although our Denver, Colorado Company Owned Outlet was an open and operational Company Owned Outlet during the 2021 Calendar Year, this Outlet permanently closed in 2022 to be sold as franchised Territories and, as such, we do not report the data for this Company Owned Outlet. Our Dallas, Texas Company Owned Outlet operates in densely populated metropolitan markets where the Lifetime Green Coating brand maintains significant awareness among consumers and operates in Multiple Territories. The table below provides additional information regarding our Company Owned Outlet:

Company Owned Outlet	Year Opened	Description and Territory Size
Dallas, TX	2016	This Company Owned Outlet operates in Multiple Territories consisting, in aggregate, of approximately 526,504 single family dwellings comprising five Territories that have been supplemented with additional single family dwellings.

Below we report select financial performance data of our Company Owned Outlet for the 2021, 2022, 2023 and

Material financial and operational characteristics that are reasonably anticipated to differ from future operational franchise outlets include: (a) managerial skill and efficiency experienced by our Company-Owned Outlets as a result of our extensively experienced management team; (b) brand recognition within the local markets in which our Company-Owned Outlets operate; and (c) no obligation to pay ongoing monthly fees that a franchisee will pay to us, such as royalties and a brand development fund fee.

FRANCHISE OUTLETS

During the 2021 and 2022 Calendar Years we had no Franchise Outlets. During the 2023 Calendar Year we had 35 Franchise Outlets, of which none qualified as Operational Franchise Outlets. During the 2024 Calendar Year, we had 54 Franchise Outlets, of which 16 qualified as Operational Franchise Outlets. Below we report data for our Operational Franchise Outlets during the 2024 Calendar Year. We do not report data for New Franchise Outlets because they were not open for the entire 2024 Calendar Year. We also do not report data for Franchise Outlets that were either terminated or ceased operations for other reasons during the 2024 Calendar Year, including Franchise Outlets that transferred their Territories to other Franchise Outlets and thereafter stopped operating during the full 2024 Calendar Year.

The Table below sets forth additional information regarding our Operational Franchise Outlets during the 2024 Calendar Year:

Table 2

Operational Franchise Outlet Summary	
Outlet	Outlet Description
Outlet 1	This Outlet commenced operations in February 2023. Currently, this Outlet operates in two Base Operating Territories plus 1 Territory, representing a total population of approximately 300,000 single family dwellings. This Outlet operates 1 service vehicle within the Operating Territory. This Outlet is representative of the Franchised Business and constitutes an Operational Franchise Outlet for the 2024 Calendar Year.
Outlet 2	This Outlet commenced operations in March 2023. This Outlet operates in an Operating Territory consisting of a Base Territory, representing a total population of approximately 100,000 single family dwellings. This Outlet operates 1 service vehicle within the Operating Territory. This Outlet is representative of the Franchised Business and constitutes an Operational Franchise Outlet for the 2024 Calendar Year.
Outlet 3	This Outlet commenced operations in July 2023. This Outlet operates in an Operating Territory consisting of a Base Territory, representing a total population of approximately 100,000 single family dwellings. This Outlet operates 1 service vehicle within the Operating Territory. This Outlet is representative of the Franchised Business and constitutes an Operational Franchise Outlet for the 2024 Calendar Year.
Outlet 4	This Outlet commenced operations in July 2023. This Outlet operates in an Operating Territory consisting of a Base Territory plus 2 Territories, representing a total population of approximately 300,000 single family dwellings. This Outlet operates 1 service vehicle within the Operating Territory. This Outlet is representative of the Franchised Business and constitutes an Operational Franchise Outlet for the 2024 Calendar Year.
Outlet 5	This Outlet commenced operations in September 2023. This Outlet operates in an Operating Territory consisting of a Base Territory plus 1 Territory, representing a total population of approximately 200,000 single family dwellings. This Outlet operates 1 service vehicle within the Operating Territory. This Outlet is representative of the Franchised Business and constitutes an Operational Franchise Outlet for the 2024 Calendar Year.
Outlet 6	This Outlet commenced operations in September 2023. This Outlet operates in an Operating

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	0	0	0
	2023	0	35	+35
	2024	35	38	+3
Company Owned	2022	2	1	-1
	2023	1	1	0
	2024	1	1	0
Total Outlets	2022	2	1	-1
	2023	1	36	+35
	2024	36	39	+3

TABLE NO. 2
TRANSFER OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2022 to 2024

State	Year	Number of Transfers
Washington	2022	0
	2023	0
	2024	4*
None	2022	0
	2023	0
	2024	4*

* One transfer resulted from merger of two existing Outlets into one Outlet where franchisee did not leave the system.

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LIST OF STATE ADMINISTRATORS (Continued)

Rhode Island

Department of Business Registration
Division of Securities
233 Richmond Street Suite 232
Providence, RI 02903

South Carolina

Office of the Secretary of State
1205 Pendleton Street
Edgar Brown Building, Suite 525
Columbia, SC 29201

South Dakota

Franchise Office
Division of Securities
910 E. Sioux Avenue 124 S. Euclid Avenue
Pierre, SD 57501

Texas

Office of the Secretary of State
Statutory Document Section
1019 Brazos Street
Austin, TX 78701

Utah

Utah Department of Commerce
Division of Consumer Protection
160 East Three Hundred South
P.O. Box 146704
Salt Lake City, UT 84114

Virginia

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219

Washington

Washington Department of Financial Institutions
Securities Division
P.O. Box 41200
Olympia, WA 98
360-902-8700

Wisconsin

Franchise Office
Wisconsin Securities Commission
P.O. Box 1768
Madison, WI 53701

Agents for Service of Process

Lifetime Green Coatings LLC
12415 Old Meridian Street, Carmel, Indiana 46032
Attn: William Isenhart, President and COO

California

Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013

651 Bannon Street, Suite 300
Sacramento, CA 95811
866-275-2677

Connecticut

Banking Commissioner
Department of Banking
Securities and Business Investment Division
260 Constitution Plaza
Hartford, CT 06103

Hawaii

Commissioner of Securities
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Suite 203
Honolulu, HI 96813

Illinois

Illinois Attorney General
500 South Second Street
Springfield, IL 62706

Maryland

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202

Michigan

Michigan Department of Commerce
Corporation and Securities Bureau
6546 Mercantile Way
Lansing, MI 48910

Minnesota

Commissioner of Commerce of Minnesota
Department of Commerce
85 7th Place East, Suite 280
St. Paul, MN 55101

New York

Secretary of State of the State of New York
99 Washington Avenue
Albany, NY 12231

North Dakota

North Dakota Securities Department
Securities Commissioner
600 East Boulevard Avenue, State Capitol
Fifth Floor, Dept 414
Bismarck, ND 58505
Phone 701-328-4712

Rhode Island

Director of Department of Business Regulation
233 Richmond Street, Suite 232
Providence, RI 02903

South Dakota

Director, Division of Securities
Department of Commerce and Regulation
~~124 S. Euclid Avenue~~ 445 East Capitol Avenue
Pierre, SD 57501

Virginia

Clerk of the State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, VA 23219

Washington

Securities Administrator
Washington Department of Financial
Institutions
150 Israel Road SW
Tumwater, WA 98501

Wisconsin

Wisconsin Commissioner of Securities
345 W Washington Avenue
Madison, WI 53703

18.M. COMPLETE AGREEMENT

This Agreement, the documents referred to in this Agreement and the Schedules and Exhibits to this Agreement, together with the Operations Manual, constitute the entire, full and complete Agreement between Franchisor and Franchisee concerning the subject matter of this Agreement and supersedes all prior related agreements between Franchisor and Franchisee. Notwithstanding the foregoing, the disclosure documentation (as registered with certain states, required by federal law or otherwise and provided to Franchisee or its representative) shall not be deemed to constitute a part of this Agreement nor as a separate, binding agreement concerning the subject matter hereof. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. ~~The foregoing shall not constitute and does not constitute any disclaimer as to the express representations made by Franchisor in the Franchise Disclosure Document disclosed to Franchisee in connection with this Franchise Agreement.~~

18.N. ATTORNEY FEES AND EXPENSES

Franchisee agrees that in the event that an arbitrator in any arbitration proceeding and/or, a court of competent jurisdiction shall issue an award, judgment, decision and/or order finding, holding and/or declaring Franchisee's breach of this Agreement than Franchisor shall also be entitled to the recovery of all reasonable attorney fees, costs and expenses associated with and/or related to such arbitration and/or litigation. Said fees, costs and expenses shall include, but not be limited to, attorney fees, arbitration fees, arbitrator fees, deposition expenses, expert witness fees and filing fees.

18.O. NO CLASS ACTION OR MULTI PARTY ACTIONS

FRANCHISOR AND FRANCHISEE AGREE THAT ALL PROCEEDINGS AND/OR LEGAL ACTIONS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE OFFER AND SALE OF THE LIFETIME GREEN COATINGS BUSINESS FRANCHISE FROM FRANCHISOR TO FRANCHISEE, WILL BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT A CLASS-WIDE BASIS, AND, THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S OWNERS, SPOUSES AND/OR GUARANTORS AND FRANCHISOR AND/OR FRANCHISOR'S AFFILIATES, OFFICERS, DIRECTORS AND/OR EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

18.P. ACCEPTANCE BY FRANCHISOR

This Agreement will not be binding on Franchisor unless and until an authorized officer of Franchisor has signed it.

18.Q. OPPORTUNITY FOR REVIEW BY FRANCHISEE'S ADVISORS

Franchisor recommends that Franchisee have this Agreement and the Franchise Disclosure Document reviewed by Franchisee's lawyer, accountant, and other business advisors, prior to signing this Agreement.

18.R. NO PERSONAL LIABILITY BY FRANCHISOR'S EMPLOYEE'S, OFFICERS AND/OR AUTHORIZED AGENTS

Franchisee agrees that the fulfillment of any of Franchisor's obligations written in this Agreement or based on any oral communications ruled to be binding in a court of law shall be Franchisor's sole obligation and none of Franchisor's employees, officers and/or authorized agents shall be personally liable to Franchisee for any reason. In addition to the foregoing, Franchisor and Franchisee are not joint employers. The foregoing shall not be construed to imply that Franchisor and/or Franchisor's agents have made any oral promises as pursuant to Article 18.M. of this Agreement, this written Agreement represents the sole Agreement between Franchisor and Franchisee.

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 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

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.

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

By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

Indiana FDD Amendment
Amendments to the Lifetime Green Coatings
Franchise Disclosure Document

1. Item 8, "Restrictions on Sources of Products and Services," is supplemented by the addition of the following:

Under Indiana Code Section 23-2-2.7-1(4), the franchisor will not obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted by the franchisee.

2. Item 6, "Other Fees" and Item 9, "Franchisee's Obligations," are supplemented, by the addition of the following:

The franchisee will not be required to indemnify franchisor for any liability imposed upon franchisor as a result of franchisee's reliance upon or use of procedures or products that were required by franchisor, if the procedures or products were utilized by franchisee in the manner required by franchisor.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented, by the addition of the following:

- A. Indiana Code 23-2-2.7-1(7) makes unlawful unilateral termination of a franchise unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
- B. Indiana Code 23-2-2.7-1(5) prohibits a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Law.
- C. ITEM 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant shall have a geographical limitation of the territory granted to Franchisee.
- D. ITEM 17(v) is amended to provide that Franchisees will be permitted to commence litigation in Indiana for any cause of action under Indiana Law.
- E. ITEM 17(w) is amended to provide that in the event of a conflict of law, Indiana Law governs any cause of action that arises under the Indiana Disclosure Law or the Indiana Deceptive Franchise Practices Act.

Maryland FDD Amendment
Amendments to the Lifetime Green Coatings
Franchise Disclosure Document

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

Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented, by the addition of the following:

- A. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
- B. A Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- C. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.
- D. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).
- E. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on 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.

Michigan FDD Amendment
Amendments to the Lifetime Green Coatings
Franchise Disclosure Document

B. Item 13, “Trademarks”, Item 13 is supplemented by the addition of the following: As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any costs incurred by you in the defense of your right to use the marks, so long as you were using the marks in the manner authorized by us, and so long as we are timely notified of the claim and given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

C. Item 17, “Renewal, Termination, Transfer and Dispute Resolution.” Item 17 is supplemented by the addition of the following: With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days- notice of termination (with 60 days to cure) and 180 days-notice of non-renewal of the Agreement.

D. Item 17 “Renewal, Termination, Transfer and Dispute Resolution.” Item 17 is supplemented by the addition of the following: Item 17 shall not provide for a prospective general release of claims against us that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

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

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

G. The Minnesota Department of Commerce requires that the franchisor defer the collection of all initial fees from Minnesota franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

New York FDD Amendment
Amendments to the Lifetime Green Coatings
Franchise Disclosure Document

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR 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

ILLINOIS FRANCHISE AGREEMENT AMENDMENT
Amendments to the Lifetime Green Coatings Franchise Agreement:

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS 705/1 to 705/45, and Ill. Admin. Code tit. 15, §200.100 et seq., the undersigned agree to the following modifications to the Lifetime Green Coatings LLC Franchise Agreement (the “Franchise Agreement”) and, if Franchisor and Franchisee both sign the Lifetime Green Coatings LLC, as follows:

1. Article 18.F. of the Franchise Agreement, under the heading “Governing Law”, shall be amended by the addition of the following statement added after the end of the last sentence of Article 18.F. of the Franchise Agreement:

Illinois Addendum: Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.

Franchisee’s rights upon Termination and Non-Renewal 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.

2. Article 18.G. of the Franchise Agreement, under the heading “Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction”, shall be amended by the addition of the following statement added after the end of the last sentence of Article 18.G. of the Franchise Agreement:

Illinois Addendum: Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a Franchise Agreement may provide for arbitration to take place outside of Illinois.

Franchisee’s rights upon Termination and Non-Renewal 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.

3. 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.

~~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 behalf of~~

the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

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 (815 ILCS 705/1 to 705/45) are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Illinois amendment to the Lifetime Green Coatings LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor: Lifetime Green Coatings LLC

Franchisee:

By: _____
Signature of Franchisor

Signature of Franchisee

Name and Title

Name (please print)

Date: _____

Date: _____

Signature of Franchisee

Name (please print)

Date: _____

MARYLAND FRANCHISE AGREEMENT AMENDMENT

Amendments to the Lifetime Green Coatings Franchise Agreement:

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Lifetime Green Coatings LLC Franchise Agreement (the “Franchise Agreement”), as follows:

1. The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Article 18.G. of the Franchise Agreement, under the heading “Choice of Law, Non-Binding Mediation, Binding Arbitration, and Consent to Jurisdiction,” shall be amended by the addition of the following statement added to Article 18.G. of the Franchise Agreement:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Article 18.I. of the Franchise Agreement, under the heading “Limitations of Claims,” shall be amended by the addition of the following statement added to Article 18.I. of the Franchise Agreement:

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

4. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on 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. Based upon the franchisor’s financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

[SIGNATURE PAGE TO FOLLOW]

14. The Minnesota Department of Commerce requires that the franchisor defer the collection of all initial fees from Minnesota franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

15. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Minnesota State amendment to the Lifetime Green Coatings LLC Franchise Agreement on the same date as the Franchise Agreement was executed.

Franchisor: Lifetime Green Coatings LLC

Franchisee:

By: _____
Signature of Franchisor

Signature of Franchisee

Name and Title

Name (please print)

Date: _____

Date: _____

Signature of Franchisee

Name (please print)

Date: _____