

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 South Dakota. 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 South Dakota than in your own state.
- ~~2.~~ ~~**Short Operating History.** The Franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.~~
- ~~3~~2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even if 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.
- ~~4~~3. **Mandatory Minimum Payments.** You must make minimum royalty, advertising and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
- ~~5~~4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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.

other laws or regulations that are specific to the operation of a BATH TUNE-UP® franchise. It is your sole obligation to comply with all state regulations with respect to contractor licensing in the states that require licensing. It will be your responsibility to ascertain and comply with all federal, state and local governmental requirements. We do not assume any responsibility for advising you on these regulatory matters. Some cities or other local government agencies impose local licensing requirements. You should investigate the state and local laws that will apply to you. You should consult with your attorney about laws and regulations that may affect your franchised business.

ITEM 2. BUSINESS EXPERIENCE

HFC KTU LLC:

Heidi Morrissey – President

Heidi Morrissey has been our President since January 2021 [in Aberdeen, South Dakota](#). From January 2017 to December 2020, she was President of KTUW in Aberdeen, South Dakota.

Larry Bishop – Senior Director of Operations

Larry Bishop has been our Senior Director of Operations since November 2022 [in Fort Lauderdale, Florida](#). From June 2021 until September 2022, Mr. Bishop was Director of Operations at Shades by Design in Miami, Florida and Regional Logistics Leader for Restoration Hardware in Fort Lauderdale, Florida from November 2017 until May 2021.

Amanda Twete – Director of Operations, Bath Tune-Up

Amanda Twete has been our Director of Operations since July 2022 [in Aberdeen, South Dakota](#). From January 2021 to July 2022, she was an Operations Manager for KTU and us- [in Aberdeen, South Dakota](#). From April 2019 to December 2020, she was a Director of KTUW in Aberdeen, South Dakota.

Sarah Eisenbeisz – Marketing Director

Ms. Eisenbeisz has been our Marketing Director since January 2021 [in Aberdeen, South Dakota](#). From June 2010 to December 2020, she was Marketing Director for KTUW in Aberdeen, South Dakota.

Pam Hajicek – Director of Training

Ms. Hajicek has been our Director of Training since January 2021 [in Aberdeen, South Dakota](#). From September 2020 to December 2020, she was Director of Training for KTUW in Aberdeen, South Dakota. From June 2014 to September 2020, Ms. Hajicek worked for Carters | Oshkosh in Oshkosh, Wisconsin, leading training and development for new store managers.

Jill Hansen – Director of Technology

Ms. Hansen has been our Director of Technology since January 2021 [in Sioux Falls, South Dakota](#). From May 2010 to December 2020, she was Director of Technology for KTUW in Aberdeen, South Dakota.

Amber Allen – Director of Procurement and Supplier Relations

Ms. Allen has been our Director of Procurement and Supplier Relations since April 2022 [in Flower Mound, Texas](#). From August 2021 until April 2022, Ms. Allen was Subcontract Manager for L3Harris in Fort Worth, Texas. From January 2020 until August 2021 Ms. Allen was employed by Lockheed Martin in Fort Worth, Texas as a Senior Subcontract Manager and from October 2018 until January 2020, she was an Executive Assistant for Aijlon Staffing in Fort Worth, Texas.

Dave Lentz – Operations Manager

Dave Lentz has been an Operations Manager since April 2023 [in Redmond, Oregon](#). From October 2020 until April 2023, Mr. Lentz was a KTU franchise owner in Redmond, Oregon and a BTU franchise owner in Redmond, Oregon from February 2022 until April 2023.

Home Franchise Concepts, LLC:

Andrew G. Skehan – Chief Executive Officer and Director

Andrew Skehan has been HFC's Chief Executive Officer and a director of HFC since August 1, 2022 [in Flower Mound, Texas](#). Prior to joining HFC, Mr. Skehan was President – North America of Krispy Kreme, Incorporated in Charlotte, North Carolina from November 1, 2017 to July 31, 2022.

Jennie Amante – Executive Vice President, General Counsel and Secretary

Jennie Amante has been HFC's Executive Vice President and Secretary since December 2015 [in Irvine, California](#). She has been General Counsel for HFC and its subsidiaries since October 2004 [in Aberdeen, South Dakota](#). Ms. Amante has also been our Secretary since January 2021 [in Aberdeen, South Dakota](#).

Heather Cates – Chief Marketing Officer

Heather Cates has been HFC's Chief Marketing Officer since April 1, 2021 [in Irvine, California](#). Prior to assuming this role, Ms. Cates was BB's Senior Marketing Director since January 2021 [in Aberdeen, South Dakota](#). From October 2018 until December 2020, Ms. Cates was Executive Director of Consumer Marketing, Facial Aesthetics for Allergan (now Abbvie) in Irvine, California.

Amir Yeganehjoo – Chief Financial Officer

Amir Yeganehjoo has been HFC's Chief Financial Officer since January 3, 2023 [in Flower Mound, Texas](#). Prior to assuming this role, Mr. Yeganehjoo was Senior Vice President, Finance, Treasury and Investor Relations for European Wax Center in Dallas, Texas from October 2020 until December 2022, Head of Corporate Finance for Chewy.com in Fort Lauderdale, Florida from December 2019 until September 2020, Senior Director, Corporate Finance with Gamestop Corp. in Grapevine, Texas from May 2019 to December 2019 and Director, FP&A and Financial Strategy with Gamestop Corp. in Grapevine, Texas from August 2017 to November 2019.

Aaron Cady – Vice President Franchise Development

Aaron Cady has been Vice President Franchise Development of HFC since March 2023 [in Irvine, California](#). Prior to assuming this role, Mr. Cady was HFC's Director of Franchise Development from

March 2019 until February 2023 [in Aberdeen, South Dakota.](#)

ITEM 3. LITIGATION

In re: Brian J. Hill fdba Home Innovation Concepts LLC, Kitchen Tune Up of Poughkeepsie, United States Bankruptcy Court Southern District of New York, Case No. 23-35702 (CGM), August 21, 2023.

Debtor Brian J. Hill, the guarantor of Home Innovation Concepts LLC, a former franchisee of HFC KTU LLC, filed a Voluntary Petition for Individuals Filing for Bankruptcy (the “Petition”) pursuant to chapter 7 of title 11 of the United States Bankruptcy Code. HFC KTU LLC is a creditor in the bankruptcy and initiated an adversary proceeding in the bankruptcy in which KTU sought, among other things, to deny the Debtor’s general discharge in the bankruptcy or have claims determined to be non-dischargeable. Mr. Hill claimed that he may assert a claim for retaliation in response to such a complaint on the grounds that his employment with an alleged affiliate of HFC KTU LLC was terminated due to his Petition, but Mr. Hill did not do so. The Parties entered into a settlement agreement on the adversary proceeding and on July 30, 2024 the Court entered a Consent Order Resolving the Within Adversary Proceeding on the Terms Set Forth in the Settlement Agreement, making the Settlement Amount non-dischargeable and retaining jurisdiction with respect to the Consent Order.

HFC KTU LLC v. Orange Diamond Remodeling Solutions, LLC, et al., In the District Court, Denton County, Texas, 442nd Judicial District, Cause No. 23-10360-442 (“Litigation”), filed on or about November 7, 2023 (“Petition”) and HFC KTU LLC vs. Orange Diamond Remodeling Solutions et al., filed in JAMS, JAMS Ref. No.: 5310000642, commenced January 30, 2024 (“Arbitration”).

HFC KTU LLC filed a Petition against its former franchisee Orange Diamond Remodeling Solutions, LLC and its guarantors John Patrick Kelley and John Mark Kelley for claims of breach of contract on Orange Diamond Remodeling Solutions, LLC’s franchise agreements with HFC KTU LLC and the Kelleys’ guarantees on those agreements and promissory notes, arising out of defendants’ non-payment of amounts due to HFC KTU LLC. The parties agreed to stay the Litigation and move the matter to the Arbitration in January 2024. HFC KTU LLC filed the Arbitration for the claims in the Petition, plus claims of indemnity for amounts HFC KTU LLC was required to pay to or on behalf of unsatisfied and complaining customers of Orange Diamond Remodeling Solutions, LLC and the Kelleys. Orange Diamond Remodeling Solutions, LLC and/or the Kelleys indicated they would assert counterclaims of slander and business interference against HFC KTU LLC in the Arbitration, but they never did so. After the Arbitration commenced, John Patrick Kelley and John Mark Kelley filed petitions with the United States Bankruptcy Court for the Eastern District of Texas (the “Bankruptcy Court”) under chapter 7 of title 11 of the United States Code. The Arbitration was stayed until the Bankruptcy Court entered orders discharging John Patrick Kelley’s and John Mark Kelley’s respective debts. After the discharge orders, on about December 20, 2024, HFC KTU LLC filed a notice of dismissal without prejudice in the Arbitration. On or about January 21, 2025, HFC KTU LLC filed a notice of nonsuit without prejudice in the Litigation. The Litigation and Arbitration have closed, and no claims related to the Litigation or Arbitration are pending against HFC KTU LLC.

HFC KTU, LLC v. Fillmore Enterprises, Inc. et. al., County Civil Court, Harris County, Texas; Case No. 123229, filed August 6, 2024.

TYPE OF FEE ¹	AMOUNT	DUE DATE	REMARKS
Encroachment Payment	100% of your gross sales in another franchisee's territory.	When you make sales in another franchisee's territory in violation of your franchise agreement.	As an alternative to termination of your franchise for operating in another franchisee's territory.
Fees on Transfer ³	If selling to a new franchisee, greater of \$24,950 <u>plus an additional \$5,000 for each additional territory</u> or 6% of sale price up to a maximum of \$50,000. If selling to an existing franchisee, \$5,000 transfer fee per territory.	Before transfer	Payable when you sell your franchise. No charge if your franchise is assigned to a corporation or similar entity that you control.
Transfer Lead Referral Fee	Our then-applicable lead referral fee, currently \$15,000 or the amount of any broker fees that we must pay a third party (not an employee of ours)	On a transfer of your franchise agreement to a buyer who was already listed in our sale database at the time you and the buyer began discussing a sale.	Intended to partially reimburse us for our costs in developing leads who then purchase from existing franchisees.
Renewal Fee	\$5,000	When you sign a renewal franchise agreement.	
Insufficient or Late Payment Fee	Currently \$300, subject to change.	On due date of Royalty, National Advertising Fee, Technology Fee, or any other amounts due if payment not made in full.	Payable if there are insufficient funds in your account to cover withdrawal of amounts due or payment is late.
Convention Fee	Currently \$750 plus travel, accommodation and some meals. Fee will vary depending on venue and location but will not exceed \$2,000 annually.	Same as Royalty. Paid in monthly installments, in advance. Travel, accommodation and meals are due as required by service providers.	Attendance at Annual Convention is mandatory.
Optional Meetings and Trainings	As determined by us, but generally \$100 - \$1,500 depending on venue and mode	By registration date. Travel, accommodation and meals are due as	

You must notify us immediately if you learn about an infringement of or challenge to your use of our Marks. We will take the action we think appropriate. We will defend you against any claim against you because of your authorized use of our Marks or any judgment resulting from a claim, suit or demand arising from your use of the Marks according to the terms of the franchise agreement except a claim by a prior user of the name "BATH TUNE-UP®". We control any administrative proceedings or litigation involving a trademark we license to you.

You must modify or discontinue the use of our Marks at your own expense if we modify or discontinue them. You may not directly or indirectly contest our right to our Marks.

We do not know of any prior rights or infringing uses in your Territory or of any material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, trademark administrator of this state, or any court, or any pending infringement, opposition, or cancellation proceeding, that could materially affect your use of our Marks. We do not know of any litigation involving the Marks.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Although we have not filed a copyright registration application for the Manuals, we claim a copyright in its contents and those of our other manuals. The information contained in the Manuals is proprietary. Except for your right to use the Manuals, other manuals and our marketing materials, you do not receive the right to use any item covered by a patent or copyright. You must promptly tell us when you learn about unauthorized use of any of our proprietary information. We are not obligated to take any action but will respond to this information as we think appropriate. We will indemnify you for losses recovered by a third party because of claims of infringement or misappropriation of proprietary information, patents, or copyrights based on your authorized use of this information.

We do not own any rights in, or licenses to, any patents that are material to the franchise. We do not have any pending patent applications that are material to the franchise.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We prefer franchisees who plan to participate actively in the direct operation and daily affairs of the Franchised Business. We do not want to grant franchises to people who are merely seeking a passive investment. If you do not operate the Franchised Business yourself, you must employ at least one manager on a full time basis. If you operate your franchise as a company, the manager does not have to have an equity interest in your company. You must disclose the identity of the manager to us and, should the identity of the manager change, you must notify us in writing. The manager must complete our initial training program, devote his or her entire time during normal business hours to the management, operation, and development of the Franchised Business, maintain confidentiality of the trade secrets ~~described in Item 14~~ and conform to the covenants not to compete ~~described in Item 17~~.

If the franchisee is a company, anyone who has direct or indirect control of the company or a direct or indirect beneficial interest in the company, must sign the Personal Covenant and Guarantee attached to the franchise agreement as Schedule 1. If you are married, your spouse also must sign the Personal Covenant and Guarantee.

ITEM 16. RESTRICTION ON WHAT FRANCHISEE MAY SELL

You may offer and sell in the Franchised Business only goods and services that we have authorized you to sell. Unless we instruct you otherwise, you do not have to sell all the products and services we

t. Integration/merger clause	14.2	Only the terms of this franchise disclosure document, the franchise agreement and Manuals are binding (subject to state law). Any representations or promises made outside the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	11.3 – 11.4	Except for certain claims, and subject to state law, all disputes must be mediated and arbitrated in Brown County, South Dakota.
v. Choice of forum	11.6	Subject to applicable state law, claims for equitable or injunctive relief must be conducted in South Dakota.
w. Choice of law	14.1	Federal law applies to arbitration and trademark issues. The law of your state applies to amendment of your franchise agreement, the maximum rate of interest that can be charged, and post-termination non-competition issues. Except as required by applicable state law, South Dakota law applies to all other issues.

ITEM 18. PUBLIC FIGURES

We do not use any public figure 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.

The following is historical financial information concerning the unaudited reported results of a subset of our existing outlets, namely those franchisees who were open for business for all of calendar year 2024 (9 single territory franchisees and 10 multiple territory franchisees operating 27 territories for an aggregate total of 36 territories, or 94.7% of the territories open for all of 2024). We had a total of 29 franchisees as of December 31, 2024 representing an aggregate total of 48 territories. Financial information for the remaining 7 franchisees/10 territories is excluded as these franchisees were not open for all of 2024, either due to opening during 2024 ([7 franchisees/9 territories](#)), closing during 2024 ([6 franchisees/9 territories](#)) or transferring a territory during 2024 such that the territory was not operated by the same franchisee for all of 2024 ([1 franchisee/1 territory](#)).

A. Annual Sales Levels

The following table shows annual gross sales reported by franchisees with a single

attained or surpassed the stated median results. 5 or 50% of the multiple territory franchisees attained or surpassed the stated median results.

4. Reported sales by the 75th percentile of franchisees; only 25% of franchisees reported sales higher than this level.
5. Equals the mean (average) annual gross sales of those franchisees whose reported sales fell between the top 25% and the bottom 25%.
6. Reported sales by the 25th percentile of franchisees; only 25% of franchisees reported sales lower than this level.

The following unaudited data are as reported by our franchisees via our CRM System for 2024. We excluded the CRM System data of franchisees who were not open for all of 2024. The following data are for the 19 franchisees (representing 36 territories) open for all of 2024.

B. Cost of Goods Sold/Gross Profit

The average cost of goods sold (that is, the cost to franchisees of Bathroom Improvements products and consumables sold by the franchisees) as a percentage of the price at which the franchisees sold those products and consumables to their customers) was 46% of the gross (retail) sales price with an average gross profit of 54%. The average cost of goods comprises average labor costs of 25% of the gross (retail) sales price and average products cost of 21%. ~~We have not independently verified the amount reported by our franchisees, but that figure is consistent with information concerning suggested mark ups that is discussed during franchisee training classes.~~

In addition to the cost of goods sold, you will also incur other expenses that are not included in this calculation, such as monthly payments (lease or financing) for the required vehicle, rent for office/warehouse space, telephone and other utility expenses, automobile, general liability, and other types of insurance, royalties and advertising expenses, federal, state and local taxes, and financing expenses if you finance any part of your investment. You may also incur other expenses, depending upon the manner in which you operate the business. ~~You should consult with your advisors and with other business owners concerning the other types and amounts of expenses you will incur.~~

C. Average Sale Amount

	Average Sale Amount	High Amount	Low Amount	Number and Percentage Attaining or Exceeding Average	Median Sale Amount	Number and Percentage Attaining or Exceeding Median
Bathtub Remodel	\$11,696	\$23,545	\$3,013	14 (48%)	\$11,600	15 (52%)
Full Bathroom Remodel	\$29,231	\$93,347	\$10,538	117 (41%)	\$25,992	143 (50%)
Misc.	\$6,788	\$39,315	\$150	32 (33%)	\$4,044	48 (50%)
Shower Remodel	\$14,266	\$29,683	\$1,715	22 (45%)	\$13,799	24 (49%)
Tub/Shower Conversion	\$12,346	\$37,549	\$2,040	40 (44%)	\$11,658	46 (50%)
Vanity Only Sales	\$8,614	\$22,349	\$3,277	3 (43%)	\$4,594	4 (57%)

TABLE NO. 4**Status of Company-Owned Outlets For Years
2022, 2023 and 2024**

State	Year	Outlets At Start Of Year	Outlets Opened	Outlets Re- Acquired From Franchisees	Outlets Closed	Outlets Sold C To Franchisees	Outlets At End Of Year
All States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2023 ⁴	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

TABLE NO. 5**Projected Openings in Fiscal Year Ending December 31, 2024, for 2025**

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company- Owned Outlet in the Next Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	1	0
Arkansas	0	0	0
California	0	1	0
Colorado	0	1	0
Connecticut	0	1	0
Delaware	0	0	0
Florida	0	1	0
Georgia	0	0	0
Hawaii	0	0	0
Idaho	0	1	0
Illinois	0	1	0
Indiana	0	1	0
Iowa	0	0	0

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	0	1	0
Massachusetts	0	0	0
Michigan	0	0	0
Minnesota	0	1	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	0	0	0
New Jersey	0	0	0
New Mexico	0	0	0
New York	0	1	0
North Carolina	0	1	0
North Dakota	0	0	0
Ohio	0	1	0
Oklahoma	0	0	0
Oregon	0	1	0
Pennsylvania	0	1	0
Rhode Island	0	0	0
South Carolina	0	1	0
South Dakota	0	0	0
Tennessee	0	1	0
Texas	0	1	0
Utah	0	1	0
Vermont	0	0	0

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlet in the Next Fiscal Year
Virginia	0	1	0
Washington	0	0	0
Washington, DC	0	0	0
West Virginia	0	0	0
Wisconsin	0	0	0
Wyoming	0	0	0
Totals	0	20	0

Exhibit C is a list of the names, outlet business addresses and outlet business telephone numbers of our franchisees as of January 9, 2025. For franchisees operating multiple territories, Exhibit C shows the numbers of territories they were operating.

Exhibit D is a list of the names, cities and states and current business telephone numbers (or if unknown, last known home telephone numbers) of BATH TUNE-UP® franchisees: who transferred territories in 2024 (1 territory); who had territories terminated, not renewed or reacquired by us in 2024 (6 territories); who otherwise voluntarily or involuntarily ceased to operate territories in 2024 (3 territories); or who had not communicated with us within 10 weeks of the issuance date of this disclosure document (no territories).

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

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the BATH TUNE-UP® franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There is no trademark-specific franchisee organization associated with the franchise system being offered in this disclosure document.

ITEM 21. FINANCIAL STATEMENTS

Exhibit B includes our audited financial statements dated as of and for the years ended December 31, 2024, 2023 and 2022.

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The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The franchise agreement says that we may require you to sign a release of claims as a condition of renewal or transfer of your franchise. The release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Under the franchise agreement, you must disclaim the occurrence and/or acknowledge the non-occurrence of acts that might constitute a violation of the Maryland Franchise Law. These representations are not intended to nor do they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

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.

Minnesota

~~The franchise agreement requires binding arbitration. The arbitration will occur in a state other than Minnesota, with costs being borne by the non-prevailing party. Under Minnesota Statutes § 80C.21 and Minnesota Rule Part 2860.4400J, this provision may not in any way invalidate or reduce any of the franchise owner's rights that are listed in Chapter 80C of the Minnesota Statutes.~~

Minnesota Statute 80C.21 and Minnesota Rule 2860.4400(J) prohibit the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

~~The franchise agreement requires application of the laws of a state other than Minnesota. Under Minnesota Statutes § 80C.21 and Minnesota Rule Part 2860.4400J, this may not in any way invalidate or reduce any of the franchise owner's rights that are listed in Chapter 80C of the Minnesota Statutes.~~

With respect to franchises governed by Minnesota law, the franchisor will comply with ~~Minn.~~ Minnesota Statute, Sec. 80C.14, Subds. 3, 4, and 5 Subd. 3-5, which require, ~~(except in certain specified cases,~~ that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 and 180 days notice of non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

~~The franchise agreement requires you to sign a release of claims as a condition of renewing or transferring a franchise. Minn. Rule 2860.4400J prohibits us from requiring you to sign a release of claims arising under the Minnesota Franchise Law. Therefore, any release we require you to sign will exclude claims arising under the Minnesota Franchise Law.~~

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

~~The franchise agreement provides that we are entitled to a temporary injunction or decree of specific performance without bond if we can demonstrate to a court of competent jurisdiction that there is substantial likelihood of your breach or threatened breach of any of the terms of the agreement. The franchise agreement is amended to provide that we are entitled to seek a temporary injunction or decree of specific performance under these circumstances, not that we are necessarily entitled to obtain this relief.~~

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

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

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 with the franchise.

New York

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 [X] 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 THAT 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 CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business,

which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

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. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by franchisee”**:

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum”**, and Item 17(w), titled **“Choice of law”**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. 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.

7. 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 earliest 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.

Under South Dakota law, termination provisions covering breach of the franchise agreement, failure to meet performance and quality standards, and failure to make royalty payments contained in the disclosure document and franchise agreement must afford a franchisee thirty (30) days written notice with an opportunity to cure the default prior to termination. Under SDCL 37-5B-21, any condition, stipulation or provision purporting to waive compliance with any provision of this chapter or any rule or order under it is void.

Any acknowledgment, provision, disclaimer or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate the South Dakota franchise law or a rule or order under the South Dakota franchise law.

Virginia

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the franchise disclosure document for HFC KTU LLC, for use in the Commonwealth of Virginia is amended as follows:

Additional Disclosure.

The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Washington

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.

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.
2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede ~~the Franchise Agreement in~~ provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the ~~F~~franchise ~~A~~greement ~~in~~ or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including the areas of termination and renewal of your those summarized in Item 17 of the fFranchise 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 ~~executed by~~ in the franchise agreement or related agreements purporting to bind the franchisee ~~may not include rights 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 ~~such as those which~~ 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~~ 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).
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~~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~~inflation). As a result, any provisions contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~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 franchise agreement or elsewhere are void and unenforceable in Washington.

~~**Use of Franchise Brokers.** The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.~~

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.

2.8.1 Governing Law

Section 14.1 of the Agreement (Governing Law) is revised to read as follows:

The United States Arbitration Act (9 U.S.C. 1 et seq.) will govern jurisdictional issues respecting arbitration of disputes under this Agreement. The Lanham Act (15 U.S.C. 1051 et seq.) will govern any issue involving the Marks. To the extent applicable, the laws of the state where Franchisee is domiciled will govern all issues involving (i) modification of this Agreement while it is in effect, (ii) the maximum rate of interest that may be charged under this Agreement, and (iii) enforcement of post-termination non-competition provisions. Otherwise, except as to matters within the purview of the Rhode Island Franchise Investment Act, this Agreement and the legal relations among the parties will be governed by and construed in accordance with the laws of the State of South Dakota.

2.9 Washington

~~The following provisions apply to you if your State is Washington:~~

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.

~~Section 2.1 of the Franchise Agreement is revised to remove the following language:~~

~~Nothing contained in this Agreement may be interpreted as a guarantee of success.~~

~~Section 3.3 of the Franchise Agreement is revised to remove the following language:~~

~~Franchisee acknowledges and agrees that Franchisee's selection of the location is based on Franchisee's own independent investigation of the suitability of the location and that Franchisor's approval is not a guarantee or promise of success.~~

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.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede ~~the Franchise Agreement~~ in provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may that~~ supersede the ~~Franchise Agreement in or related agreements concerning~~ your relationship with the franchisor. Franchise agreement provisions, including the areas of termination and renewal of your ~~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 ~~executed by in the franchise agreement~~ or related agreements purporting to bind the franchisee ~~may not include rights 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 ~~such as those which~~ 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~~ 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).

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~~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~~inflation). As a result, any provisions contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~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 franchise agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

Further, Section 16.1 of the Franchise Agreement is deleted and replaced with the following:

16.1 Certain Acknowledgments and Representations of Franchisee

If required, Franchisee is a duly licensed state contractor under the laws of the state within which the Territory is situated (or has otherwise made arrangements to operate under an existing state contractor's license in accordance with applicable law) and is in compliance with all applicable laws, rules, and regulations of authorities having jurisdiction.

Franchisee understands and acknowledges (i) that all people operating under the Marks and the System benefit from uniform and ethical standards of quality, appearance, and service described in and required by the Manuals, and (ii) the necessity of operating the Franchised

Terminated Franchises/[Ceased Operations](#)/[Other](#)

Total	Status	Company	End Date	Owner	City	State	Zip	Phone
	Colorado							
1	H – Ceased Operations Mutual Release	Bath Tune-Up of Pueblo	4/15/2024	BT20210701 / Live Laugh Love LLC	La Junta	Colorado	81050	(719) 568-5180
	Florida							
	I - Termination	Bath Tune-Up of Gulf Breeze and Pensacola	6/26/2024	BT20220801 / S & L Pearson Family Enterprises LLC	Laurel Hill	Florida	32567	(850) 353-2520
2	I - Termination	Bath Tune-Up of Niceville	6/26/2024	BT20220801 / S & L Pearson Family Enterprises LLC	Laurel Hill	Florida	32567	(850) 353-2520
	Georgia							
1	I - Termination	Bath Tune-Up of Roswell	2/20/2024	BT20210502 / AJP Remodeling, LLC	Alpharetta	Georgia	30005	(678) 244-9847
	North Carolina							
	I - Termination	Bath Tune-Up of West Winston-Salem	7/29/2024	BT20230303 / Mahoney Custom Interiors, LLC	Winston Salem	North Carolina	27104	(336) 296-9848
2	I - Termination	Bath Tune-Up of East Winston Salem	7/29/2024	BT20230303 / Mahoney Custom Interiors, LLC	Winston Salem	North Carolina	27104	(336) 296-9848
	Ohio							
	H – Ceased Operations Mutual Release	Bath Tune-Up of Beachwood	1/31/2024	BT20230304 / A & Y Enterprise LLC	Broadview Heights	Ohio	44147	(216) 262-1732
2	H – Ceased Operations Mutual Release	Bath Tune-Up of Gates Mills	1/31/2024	BT20230304 / A & Y Enterprise LLC	Broadview Heights	Ohio	44147	(216) 262-1732
	Utah							
1	I - Termination	Bath Tune-Up of American Fork	1/12/2024	BT20220602 / Kerry McGann and Michael Wilson	Eagle Mountain	Utah	84005	(801) 836-9736

9 Total

Transferred Franchises

Total	Status	Company	End Date	Owner	City	State	Zip	Phone
	Georgia							