### FRANCHISE DISCLOSURE DOCUMENT

WINDOW WORLD, INC.
A North Carolina Corporation
118 Shaver Street
North Wilkesboro, North Carolina 28659
(336) 667-2100
franchising@windowworld.com
www.WindowWorld.com



Window World franchisees are in the business of marketing, selling, and installing exterior remodeling products in residential and light commercial settings.

The total investment necessary to begin operation of a Window World franchise ranges from \$123,368 – \$331,168, which includes \$45,000 that must be paid to WINDOW WORLD, INC. or its affiliates. In some instances where a franchisee is granted a Territory at least one million owner-occupied homes, we may require that franchisee to operate one or more Satellites within the Territory. In those cases, we estimate that franchisees will spend an additional \$14,950 to \$138,500 per Satellite they are required to open after the Headquarters, which includes \$0 that must be paid to WINDOW WORLD, INC. or its affiliates. Both the Headquarters and any Satellites are operated under the same Franchise Agreement. We do not offer a separate multi-unit franchise offering.

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 governmental agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact ZACH LUFFMAN at WINDOW WORLD, INC., 118 Shaver Street, N. Wilkesboro, NC 28659 (336) 667-2100.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or 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 <a href="https://www.ftc.gov">www.ftc.gov</a> for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: March 28, 2024, as amended January 13, 2025

present, Tammy has served as President of Window World Cares, Inc., a non-profit corporation associated with Window World, Inc.

### **Director: JAMIE MCBRIDE**

JAMIE MCBRIDE was appointed to the Board of Directors in 2011. From February 2015 to present, Jamie has been a Managing Partner of Cornerstone Wealth Partners in Winston-Salem, North Carolina.

### **Director: DAVE REED**

DAVE REED was appointed to the Board of Directors in 2011. He has an ownership interest in Window World of Tidewater, Virginia since 1999, located in Virginia Beach, Virginia. Dave is also a part owner in Window World of the Capital District in Albany, New York and Window World of Colorado Springs in Colorado Springs, Colorado.

### **Director: JAY VANNOY**

JAY VANNOY was appointed to the Board of Directors in 2011. Jay has been a partner at the law firm, Vannoy, Bentley & York PLLC in Wilkesboro, North Carolina since April 2024. From 1997 to 2024, he was a partner at Vannoy, Colvard, Triplett & Vannoy, P.L.L.C., in North Wilkesboro, North Carolina.

### Chief Legal Officer, Director: BETH H. VANNOY

BETH VANNOY has served as our Chief Legal Officer since October 2015 and was elected to our Board of Directors in October 2015. Since March, 2019, she has also been the owner and operator of the Fruit of the Vine boutique headquartered in North Wilkesboro, North Carolina.

### President and Chief Operating Officer: STEVE KAMODY

STEVE KAMODY has, since October 2015, been our President. Since December 2023 he has been our Chief Operating Officer.

## Senior Vice President of Information Technology and Digital Operations: KYLE "DUFFY" SWEENEY

DUFFY SWEENEY joined WWI in September 2018 as Senior Vice President of Information Technology and Digital Operations. Since June 1996, Mr. Sweeney has also owned his own consulting company, Vector Software, Inc., located in Columbus, Ohio. Additionally, since October 2013, he has been and is the Co-Founder of Retail App Partners located in Columbus, Ohio.

### Vice President of Finance: TOMMY B. PAYNE JR.

TOMMY B. PAYNE JR. has been our Vice President of Finance since December 15, 2020. He was our controller from April 2019 to December 2020. Previously, from January 2019 to April 2019 he worked as a Certified Public Accountant with Brenda R. Lineberry, CPA, PC. in Mount Airy, North Carolina. From December 2006 to January 2019, he worked as President and Chief. Financial Officer of Burton Signworks, Inc. in Mount Airy, North Carolina and served as a consultant there from September 2018 to January 2019.

### Vice President of Franchise Relations & Engagement: MARK BUMGARNER

Since October 2015, MARK BUMGARNER has been our Vice President of Franchise Relations & Engagement.

### Vice President of Marketing: ROBERT SCHINDLERSCOTT CURKIN

Since December 2020, ROBERT SCHINDLER has been our Vice President of Marketing. From August 2018 to December 2020, he was owner and Lead Marketing Strategist of Schindler Creative Group, LLC, d/b/a Lightbox Strategy in Copley, Ohio.

Since November 2024, SCOTT CURKIN has served as our Vice President of Marketing. From January 2023 to November 2024, he served as Chief Relationship Officer for Fish 919, based in Fort Lauderdale, Florida. From April 2019 to January 2023, he served as Executive Vice President of 919 Marketing Co., based in Raleigh, North Carolina.

### Vice President of National Products: STEVE NEWTON

Since October 2017, STEVE NEWTON has served as our Vice President of National Products.

### Vice President of Business Development: CHAD KLEIS

CHAD KLEIS has been our Vice President of Business Development since December 2023. From December 2019 to December 2023, he served as Vice President of Sales. From December 2016 to December 2019, he served as Director of Sales.

### Vice President, Corporate Counsel: CHARLES F. "FRED" BAUER

FRED BAUER is our Vice President, Corporate Counsel and has been since December 2022. From November 2015 to December 2022, he served as Corporate Counsel.

### **Director of Franchising: ZACH LUFFMAN**

ZACH LUFFMAN has been our Director of Franchising since January 2018.

### **Director of Franchise Advancement: DAVID MASTIN**

DAVID MASTIN is our Director of Franchise Advancement and has been since September 2015.

### DirectorVice President of Sales: MICHAEL LANE, II

MICHAEL LANE, II is our <u>DirectorVice President</u> of Sales and has been since January <u>2025</u>. <u>From January 2024 to December 2024 he served as our Director of Sales</u>. From August 2021 to December 2023, he served as Director of Strategic Projects. From October 2017 to August 2021, he served as a Regional Manager. Since March 2024, he has been the owner of Michael Lane II Consulting, LLC, based in Tampa, Florida.

### **Director of Franchising: ZACH LUFFMAN**

ZACH LUFFMAN has been our Director of Franchising since January 2018.

### **Director of Franchise Advancement: DAVID MASTIN**

DAVID MASTIN is our Director of Franchise Advancement and has been since September 2015.

### National Sales Trainer & Empowerment Strategist: BOB HINER

BOB HINER is our National Sales Trainer & Empowerment Strategist and has been since April 2023. From July 2022 to March 2023, he served as president for Carolina Shower and Bath in Greenville, South Carolina. From June 2019 to July 2022, he served as a regional manager for SouthEnd Exteriors in Charlotte, North Carolina. From April 2017 to June 2019, he served as Vice President for SouthEnd Home Improvements in Charlotte, North Carolina.

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meet the program's requirements. Purchasers of a Window World franchise who are veterans of the U.S. Armed Forces are eligible to receive a reduced initial franchise fee of \$30,000 (representing a \$15,000 discount off our standard \$45,000 initial franchise fee). To qualify for the discount, the veteran must own at least a 50% interest in the franchise. "Veteran" means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense. It is the veteran's responsibility to send us the required documents to obtain the VetFran discount.

During our last fiscal year, the fees in this Item 5 were uniformly applied.

### **ITEM 6: OTHER FEES**

### **OTHER FEES**

TYPE OF FEE 1	AMOUNT	DUE DATE	REMARKS
Royalties 2	Currently ranges	When invoiced	Currently collected from vendor as
Royalties 2	Currently range	When invoiced	Currently collected from vendor
	between \$.10 and \$75	by vendor	as part of purchase pricepart of
	if flat feeper option or		the product cost. The Royalty is
	unit or up to 12% of		not based upon franchisee gross
	<del>purchase price if a</del>		sales. We have the right to change
	<del>percentage</del> the cost of		or increase the amount of
	the product that		royalties or, in the case of new
	franchisee buys from		items, establish royalties.
	the vendor		
Local or Regional	Currently not collected;	<u>When</u>	In the event a local or regional
Cooperative Fees	No cooperative	designated by	cooperative is established for your
	currently established	<u>cooperative</u>	area, you must participate and you
			must pay the cooperative payments
			the cooperative imposes.
Local or Regional	Currently not collected;	When	Cooperative payments are
Cooperative Fees	No cooperative currently	designated by	In the event a local or regional
_	established	cooperative	cooperative is established for your
			area, you must participate and you
			must-pay the cooperative
			payments the cooperative
			imposes. Cooperative payments
•			are-determined by majority vote
			of the cooperative members, but
			in no event will you be required
			to contribute more than 3% of
			your gross sales to the
			cooperative. Any amount you
			contribute to an advertising
			cooperative will count toward the
			7% of gross sales you are required
			to spend on local advertising. All company-owned, affiliate-owned,
			and franchisee-owned businesses
		l	and tranchisee-owned dustnesses

TYPE OF FEE 1	AMOUNT	DUE DATE	REMARKS
Approval of Alternate Vendor, Product, or Service	Cost	On demand	When you request our prior written consent to use an alternate vendor, product, or service, you will pay all costs incurred by us to obtain the necessary information and evaluate the alternate vendor, product, or service.
Technology Fee 3	Currently, the base fee is \$499 per month.  There is a \$600 start-up fee as well if you are not a new franchisee.  If you elect the optional web design, develop and management services, you will pay an additional amount, which is currently \$176 per month.  Currently, we offer Premium Services for an additional \$299 per month.  Each year the Technology Fee may increase by the amount that is the greater of (i) 2% or (ii) another amount that we designate.  If paying by electronic funds transfer and funds are refused, a \$25 charge plus reimbursement of our costs will be assessed	Monthly or annually before January 1st if you choose to prepay	You are required to use our designated technology products and services, some of which may be provided by us or our affiliate. This fee will be paid to our affiliate WW Technologies.  If this is a new Franchised Business, this fee will not commence until the 13th month of operations. For the time period from the 13th month of operation through the following December 31st we will prorate the amount due.  If you choose to prepay by January 1st each year, you can use your method of payment of your choice. Alternatively, if you elect to pay monthly, you are required to either (1) provide our affiliate with a credit card authorization to keep on file permitting WW Technologies to charge the fee on your credit card or (2) provide account information so that WW Technologies can electronically transfer the funds.  The current Premium Services add functionality to the CRM
Renewal Fee	None	Not applicable	No fee due upon renewal of franchise agreement.

You must not use or set up any domain names, telephone numbers, or other electronic identities without our policies, which may require you to obtain prior written approval. The telephone numbers and electronic identities you use in connection with the Franchised Business, including for purposes of print or online directories, advertising, marketing, or promotions, must be assigned to us. The form of this assignment is Attachment 4 to Exhibit A. We reserve the right to designate a vendor for telephone services, telephone numbers, and other electronic identities. If we require you to use this vendor, you must "port" or transfer all telephone numbers associated with the Franchised Business to the approved vendor.

Where we have designated an approved vendor, you must use that vendor. Not purchasing your business's product, equipment, inventory, supplies, or any other items where we have designated an approved vendor would put you in violation of the Franchise Agreement. Because of the volume of business franchisees bring to our approved vendors, you may enjoy lower prices than you could receive from other vendors, or on the other hand, you may encounter higher prices than you would otherwise encounter if you were not required to purchase from the approved vendor. We have broad rights to receive revenue from your required purchases. We will have no obligation to share such revenue received with you. As discussed in detail below, we receive revenue from approved vendors, which includes your royalties collected by the vendors as part of the purchase price of the products. We have the right to alter our relationship with our approved vendors or to create relationships in which we receive revenue at any time in the future and such modification or new vendor relationships could result in increased pricing for you.

Specifications/Standards. We may require that you purchase products and services in accordance with our standards and specifications. To the extent available through our Manuals, we will provide you with specifications and standards for the products and services you will use in operations of the Franchised Business. We can change or modify those specifications and standards at any time.

We also issue certain product specifications and standards to approved vendors of windows. We can change or modify those specifications and standards at any time.

Common Ownership Interests; Affiliates as Vendors. TMS, LLC, is an approved vendor. TMS, LLC is partially—owned by one of our officers. You are not required to purchase caulk, spray foam insulation, "freeze" spray, or window cleaner from TMS, LLC, but you may choose to do so.

You will pay our subsidiary, WW Technologies, a Technology Fee for use of certain technology products and services. We have the right to alter the payment structure and to require that you pay approved vendors directly rather than paying us or our affiliate.

If you request temporary management services, you will pay our subsidiary, WW Management, a fee.

Other than as described above, none of our officers owns an interest in any vendor.

Approval of Alternate Products, Services, and Vendor. If you want to use a product, service, or vendor that we have not approved, you must first submit to us information that we will use to

evaluate the product, service, or vendor, such as product specifications, product components and technical specifications, product performance history, product samples, design, appearance, reliability, manufacturer's warranties, vendor history, vendor capacity, quality control methods, financial ability, and any other relevant information. If available through our Manuals, or otherwise, we will provide you, at your request, our criteria and specifications for products, services, or vendors. Unless we otherwise agree in writing to waive our evaluation, we will evaluate the proposed product, service, or vendor. If the product, service, or vendor meets our criteria and gains our approval (which we are not required to give, even if the criteria is met) you may use such product, service, or vendor. You will pay all costs incurred by us to obtain the necessary information prior to giving approval. We will advise you in writing of our decision within 90 days of the completed submission of your request and supporting materials. We impose these restrictions to safeguard the integrity of both the franchise system and the Marks. Approval of any product, service, or vendor may be revoked upon 30 days written notice.

Franchisor and Affiliate Revenue. We derive revenue through rebates, royalties, and license fees, which are monies paid to us by and through approved vendors and resources when supplies are purchased from these vendors by franchisees. The royalties collected through our vendors represent our primary source of revenue to perform our obligations to you. Currently, the royalties are calculated as a range between \$0.10 and \$75 if they are collected as a flat fee per product purchase per option or unit or up to 12% of purchase price if a percentage of the cost of the product purchases that franchisee buys from the vendor. These amounts and bases can change in the future. If you buy a franchise, you will agree to the payment of these royalties.

We receive up to a 10% rebate on in-house printed materials from our approved printer.

For the year ending December 31, 2023, our total revenue from franchisee purchases made through approved vendors was \$40,258,237 or 84.61% of our 2023 annual revenue of \$47,578,652. Our affiliate, TMS LLC, received 100% of its 2023 total revenue of \$1,286,060 from sales to franchisees and they paid us royalties and administrative fees for certain shared services totaling \$70,247, which fees represent 0.15% of our 2023 annual revenue of \$47,578,652. Our affiliate WW Technologies received 95.6% or \$716,008 of its total revenue of \$748,670 from the required purchases of technology services by franchisees and 4.4% or \$32,682 of its total revenue of \$748,670 from optional credit card processing services. We also received warranty income of \$400 or approximately 0% of our 2023 income and fees for startup fees, website services, and other purchases from franchisees totaling \$170,055 or 0.36% of our 2023 income.

Certain vendors support our franchisee convention (what we call our "Family Reunion") by sponsoring the event and paying for booth rental space at the vendor exhibition hall. Additionally, they occasionally support franchisee meetings and sales contests. During 2023, we received \$55,000 from fees paid by vendors to sponsor, support and attend various franchisee meetings and sales contests.

No other affiliate derives any revenue from required purchases or leases. The revenue discussed for our affiliate is based upon financial reports provided by them.

**Proportion of Purchases**. The estimated proportion of purchases from approved vendors to all purchases you make in establishing your Franchised Business is 3–5%. The estimated proportion

Exhibit B-2 LISTING OF CERTAIN PAST FRANCHISEES lists the name, city, state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this disclosure document. 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 us. 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.

No trademark-specific and/or independent franchise organizations have requested inclusion in this disclosure document. We do not sponsor or endorse any franchisee organizations, nor have we created any.

### **ITEM 21: FINANCIAL STATEMENTS**

Attached as Exhibit C are <u>unaudited financial statements dated November 30, 2024 and audited financial statements for the years ending December 31, 2021, December 31, 2022, and December 31, 2023. Our fiscal year end is December 31.</u>

### **ITEM 22: CONTRACTS**

The following agreements and other required exhibits are attached to this disclosure document in the pages immediately following:

1.	Window World Franchise Agreement With	Exhibit A
	a. Lease Rider	Attachment 1
	b. Communications Consent	Attachment 2
	c. Limited Personal Guaranty	
	d. Internet, Social Media and Telephone Assignment	
	e. Nondisclosure and Noncompetition Agreement	
	f. Nondisclosure and Non-Solicitation Agreement	
2.	Prospective Franchisee Confidentiality Agreement	
3.	800 Response Agreement	
4.	Master Services Agreement	Exhibit H
	a. CRM Subscription Agreement	Exhibit 2A
	b. Web Design and Management Agreement	Exhibit 2B
	c. Window World Owner's Portal Agreement	Exhibit
	2C d. ACH/EFT Transfer Agreement and	
	Credit Card Authorization	Exhibit 2D
	e. Premium Services Amendment	Exhibit 2E
5.	Non-Operating Owner Amendment	Exhibit I
<del>6.</del>	Agreement and Conditional Consent to Transfer	Exhibit-J

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT.

PROSPECTIVE FRANCHISES OR SELLERS OF FRANCHISES SHOULD BE
ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE
FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT
OR FORM.

## MINDOW WORLD INC Balance Sheet As of November 30, 2024

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Mov 30, 24

1299617603	1300 Accumulated Depreciation
209,944 13	1245 360 Software Development
18 SN 2698	1241 Citation Excel Airplane
1 WO 202 63	Total 1236 Vehicles
269'219	1232 Race Can Shove Ct
1/0920	1231 Non Auto Vehicle
101 PP	1230 Company Cars
	123E Vehicles
₹ 037.856	Total 1222 Furniture 1. Equipment
2,111	1222 Furrature & Equipment • Other
312433	1220 Computer Equipment
8914,695	1217 Firm-dun & Fixtures
<u> 193,485</u>	1215 Office Furnituit
\$6%\$'6	1210 Electronic Equipment
22,409	1500 Ottice Edulpment
007 03	1122 Furniture 6 Equipment
<u>ZZZ 899</u> ₹	Total 1202 Leasehold Improvements Ali
	1219 Leasehold Improvements
₹ <u>₹</u>	1211 Hanger Leaschold Improvement
279,502	
	Fixed Assets 1202 Leasehold Improvements All
	Total Current Assets
84.544.086.96	Total Other Current Assets
1.10282 03	Total 1150 Prepaid Expenses
1.10282 03	1150 - Prepaid Expenses • Other
743,655 65	150.2 Prepaid Marketing
211.007 53	1150-1 Prepaid Insurance
142.618 85	1150 Prepaid Expenses
	Other Current Assets
\$5584.601.4	Total Accounts Receivable
2228A 001 A	1102 • Reserve for Doubtful Accesses
00. 000,215,1	1101 • Marketing Fund Receivable
2.744.48655	1100 • Accounts Receivable
22307 772 0	
	Accounts Receivable
29.33429938	Total Checking/Savings Accounts Receivable
2619.842898 16952412.95 26.3342998	Total Checking/Savings
3,819.84247 56.51425691	1030 • Vanguard MM Account Total Checking/Savings
26.51425691	1026 • Pinnacle Checking 1030 • Vanguard MM Account Total Checking/Savings
3,819.84247 56.51425691	1006 • Petty Cash 1026 • Pinnacle Checking 1030 • Vanguard MM Account Total Checking/Savings

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1299617603

Total 'reed Assets Other Assets

1300 Accumulated Depreciation

# WINDOW WORLD INC

As of November 30, 20

Nov 30, 24

<u> </u>	TOTAL LABILITIES 8 FOUTY
tit 412 64746	Total Equity
17 331 725 12	Not Income
67 WO 388 39	3900 Retained Earnings
10,000 00	3420 Paid In Capital
100%	3800 Common Stock
.1727954406	3055 Tammy Whitworth Oriers
	X113
3 409 017 45	Toted Liabilities
1 893 36 96	Total Long Term Liabilities
16,54757	2345 Operating Lease Wirt ong Term
2 OD 333 37	2351 Deterred Retention Income
624,42\$ 01	2309 F tenches* Fee Liab • Long Term
	Long Term LiMedthes
915.704 50	Total Current Liabilities
Mith.7111114.5	Total Other Current Liabilities
373.033/131	2360 Operating Lease Liab Cunent
SACCO	2105 WW Cates Fines Escrow
102.01200	2104 Franchise Fee Limb • Current
417051	2100 Payroll Liabilrbes
	Other Current Lothian's
428 92205	Total Accounts Payable
424,92205	2000 Accounts Payable
	Accounts Payable
	Current Liabilthes
	Li-liles
71.261.84491	TOTAL ASSETS LIABILMES 6 EQUITY
2.912.447 78	Total Other Assets
59/451.51	1000 Roght-otUse Assets
1.487,751,74	Total 1530 Loans to Pror Shareholders
1.487.751.74	1531 Leon Whitworth Loan
	1530 Loans to Prior Shareholders
06,26453	Total 1400 Due FrorWTo Related Padres
-54.354 53	1400 Due From/To Related Parties Other
64.98519	1409 Ode From/To YAY Technologies LLC
4,46,444 37	1408 Due From/To WW Mgmt Sent LLC
175 00	1406 Due From/To Perfect Invest LLC
43,909 83	1404 Due From/To VAV of Boston, LLC
882.074 87	1403 Due From/To Moldings Invest /
492,44250	1402 Due From/To WW Intl. LLC
-922,589 04	1401 Due From/To WW Moldings, lac.
	1400 Due From/To Related Parbes

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Exhibit C Page

## WINDOW WORLD INC Profit & Loss

January through November 2024
Jan - Nov 24

rdinary Incometmense	
<u>Income</u>	
4000 • Sales	
4200 • Franchise Income 4201 • Caulk	<u>47 03S 60</u>
4202 • CM:Siding Royalty	
42021 Mil Siding	<u>'E 3 013 10</u>
42022 Mastic Sdling	<u>21' 53' 31</u>
Total 4202 CoMdling Royalty	and. 5': 61
4203 Branding Royalty	<u>OD 66924</u>
4204 Entry Doors	
42042 Therma-Tru Direct Entry	<u>921 OM 03</u>
42(144 WerCore Doors	<u>' 291236 56</u>
42(145 Woolens Doors	<u>136.96214</u>
Total 4204 Entry Doors	2348,20733
420\$ Garage Doors	
42051 Storm Door - Larson	<u>12140300</u>
42052 Garage Doors • Arran	<u> 296375</u>
Total 4205 Ga age Doors	<u>126,446 75</u>
4206 Misc, Vendor Royally	
42060 Lansing Building Products	<u>482073</u>
42061 Wells Fargo Royalty	<u>1.001.373 14</u>
62062 ABC Supply	<u>141811 07</u>
42063 Alpha Systems	4.11049
42064 Hayes Printing	14.77556
42065 MC Purchases	<u>5129200</u>
42066 Owens Corning	<u>33.10331</u>
42064 Market USA	154.60699
	9.02714
42071 Wells Fargo Remention Income	91616663
42072 Capital One	13.336.45
4207) SRS D.sb0ution	6061665
42074 Pinnacle Reba*	84/564
Total 4206Misc Vendor Royalty	10760400
4206 Window Royalties	
4210 AIM Windows	11.306645
4.211 MI Windows	1045107515
	2091770 04
4212 WinCore Windows	150 CQ
4213 klyilite Windom	
4215 Simonton Windows	<u>2661010 20</u> 137,4200
4216 Windsor Windows	137,4200
Total 420\$ Window ROyalibeni	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

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### 1:02 PM INC 01/325 Accrual Basis

### WINDOW WORLD

### **Profit & Loss**

Basis	<u> Profit &amp; Loss</u>	
	January through November 2024	
		<u> Jan - Nov 24</u>
	4300 franchise Stad-Up Income	
	4302 Franchise Start-Up Income-Other	1]5.00000
	Total 4300 Franchise Start-Up Income	<u>135:0000</u>
	4400 Warranty Transfer Income	300 CQ
	4600 Webote I/ornament Income	<u>5.67000</u>
	4700 Excess Vendor Markeong Funds	<u> 1039.136 17</u>
	Total 4000 Sales	37 365206 39
	4950 Rental Income	<u>16 500 00</u>
Tota	al Income	<u>37 391.70639</u>
Gross P	rofit	<u>32361.70639</u>
Exp	ense	
	5000 Administrative Cost	
	5100 Airplane Expenses	
	5103 Airplane Insurance	3233200
	5104 Airplane Fuel	<u> 10672<b>79</b>4</u>
	5105 Airplane Supplies	<u>661 193</u>
	5107 Chant	<u>420356</u>
	5100 Kemper Expense	
	510S-1 Hangar UMW.	<u>506163</u>
	5104.2 Hangar Remit	3300000
	Total 5104 Kangas Capons@	<u>3604663</u>
	5109 lantinaltarnp Fees	<u>256 10</u>
	5110 Maintenancs	<u>146.25067</u>
	5111 Pilots Subcontractors	3.25000
	5112 Pilot SAWN Crass	30.79000
	5113 Pilot Wages	<u> 264.00000</u>
	5114 Pilot Warps Bonus	<u>6000 00</u>
	5115 Property Tax	<u> 29.52039</u>
	Total 5100 Aw044/1* Fires"	<u>062.13\$ 96</u>
	5200 Corporate Housing	
	5207 Sea/watch Condo	<u>92.502.13</u>
	5703 Seems Mr. Condos	<u>31.771 67</u>
	Total 5200 Corporate Housing	<u>127.27310</u>
	5300 Insurance	
	5301 Aastornobite Insurance	<u>526690</u>
	5302 Dental Insurance	<u>67.27456</u>
	5304 Hospitalization Insurance	<u>470.40 19</u>
	3305 Liability Insurance	<u>1713/201</u>
	3307 Wort Conp	16411 00
	Total 5300 Insurance	<u>757.0356</u>
	5500 Payroll Expenses	
	5501 Administrartn** Warn	<u>171.967 15</u>
	5502 Administer/two Wagon Bonus	<u>1200000</u>

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### WINDOW WORLD INC

### **Profit & Loss**

Accrual Basis Profit & Loss	
January through November 20	24 Jan • Mov
5503 • Executive Wages	1258,92196
5504 • Executive Wages Bonus	<u>16.000</u>
5507 • Payroll Taxes	<u>426.646</u>
5506 • 401K Expense	169.8E
5509 • AcImin Fees - 401k	7 412
Total 5500 . Payroll Expenses	2 069.873
. 5600 • Taxes	
5601 • Property Taxes	19.4X29
5603 • State Franchise Tax 8 Fees	306 CO
5604 • Taxes • Other	21.070
Total 5600 , Taxes	59.806
<u>Total 5600 , Taxes</u> <u>5700                                   </u>	
5702' lodarina	69.423
5703 - Meals	66.406
5/04 - Travel	72./3032
Total 5700 Travel 6. Ent	206.633
5800 - Corporate Heackwarten	
5601 <u>&amp;tearoom Supplies</u>	30.9365
5803 Building Repairs	56.992.
5804 Building Supplies	494632
5805 Flowers	2.09766
5806 Jannonal Esc	40,037
5807 landscaping	20.1542
5808 dhow Supplies	39.631
5810 Rent Corporate Headquarters	386.099
5611 Support Services Wages	263,032
5812 Support Services Wages Bonus	9.00000
5813 Utilities	
56132 Gas and Donne	25.4268
56131 linemen Conrwchon	348226
56134 Security	6.13520
56135 Telephone	
561151 Offerwr Phones	21.565
561152 Cellular phones	12.1790
	539042
<u>Total 54115</u> 56137 Water I Sewer	2.09685
Total 5113 Utilities	91.6473
Total 5100 Cerporale Nenkaninen	918,162 09
5900 Other Adman Expense	
5901 Accountant	
59161 Accounting Wars	230260 75
59162 Accounting Wages Bona	<u>11.020 00</u>
59163 Accounting. Other	<u>9566626</u>

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1:02 PM 01113125 Accrual Basis

### WINDOW WORLD INC Profit & Loss

January through November 2024 Jan - Moe 24 337.1)9 01 Total 5901 • Accounting 5903 • Automobile Expense 59032 Automobile Expense • Other 71.64365 Total 5903 Automobile Expense 71.64365 255X171 5904 • Bank Service Charges 135.49261 5905 Consulting Fees <u>2.26916</u> 5905. Credit Cad Processing 5908 Donation 604.312 59081 Devotion Other 604.312 356.745 5909 - Dues and Subscriptions 12.634 5910 - Equipment Rental 8.83130 5911 - Continuing Education 13,953 5914 Legal Fees 4282236 59141 Legal Wages 19.000 591/2 Legal Wages Bonus 9,47763 59143 Legal Travel 2.445 II 5914 Legal Meals 59145 Legal Fees • Otor 960,711 1 419657 Total 5914 Legal Fees 450,030 5915 Directors Fees 97.2405 5917 Merchandise 2.229 72 5918 Postage and Delivery 5921 Ponting and Reproduction 4.457.93 5922 Repairs 4.45069 59221 Computer Repairs & Support 5922) Computer Equipment 14.20044 102.77437 Total 5922 Repairs 17.030.00 5923 cirteveing 1112.576111 Total 5603 Other Admen Expense 4.5611.27-20 Total 5000 Administrative Cost ewe - Frontlet.\* Cost 9100 - AdvertisingtMarseting 61001 Brand Maintenance 7740040 0101 Brand Insights 207.614.07 0103 Brand Management 236.014.0? Total 81001 Brand Maintenance 0105 Asset Production <u> 27.1116111</u> 61051 video Produceon \$1052 - Photo Production <u>amino</u> 1106.16 mess - Pnnt Production 6102176 otess Asset Production Other

## WINDOW WORLD INC Profit & Loss January through November 2024

Total 6105 Asset Production	<u>m-Nov 24</u> 118.803 /30
6110 • Advertsrig	
61101 Advertising • Print	413,136 00
61102 - Advertising • DiplaUPPC	86.766 77
61106 Advertising • Other	1,694.04665
Total 6110 - AdvertisE.9	2193,953 12
61201 Corporate Sites	Ee. 792 17
6130 • Event Marketing	
61300 - Jaren Andreth	125.001)00
61301 Racing	<u>143.480 57</u>
61303 - Merle test	160.56265
61301 - Concerts on the Deck	15.000 CO
61307 WW Military Irebabye	<u>112.150 12</u>
Total 6130 Event Marketing	<u>556.19334</u>
6135 Franchisee Marketing Inbabyes	
61350 Telemarketing	<u>22.86361</u>
61353 sung Coop	<u>9.81052</u>
61354 Wells Fargo Finance Initiative	<u>111.066 18</u>
61355 StYlaDulTIRT	<u>75.930 75</u>
6135 Franchisee Marketing Inhatrees • liner	<u>.12.207 00</u>
TOW 6135 Franchisee Marketing Intuitive,	<u>207273 06</u>
6140 Online Marketing	<u>7.82552</u>
6150 Production	<u>60967</u>
6156 Marketing • Contracted Services	<u>11.75000</u>
6174 Travel • Marketing	<u>10514 14</u>
6176 Lodging • Marketing	<u>1.544 17</u>
6177 Meals • Marketing	<u>4.16205</u>
1160 Public Relations	<u>15411500</u>
6192 Marketing Wages	<u>0611.16628</u>
6194 Marketing Bonus	<u>27.50000</u>
Total 6100 AtivertismeMarkeing	<u>4.271280 99</u>
6195 Literature	
6197 Fulfillment	<u>152.636 07</u>
Total 6195 Investors 6200 Corpora* Meetings	<u>152.836 07</u>
6201 Owners Forum	
6201.1 Advmory Council	<u>96.15213</u>
6201 Owner's Forum • Other	•514 OD
Total 6201 Geneva Forien	<u>96261 / 13</u>
6702 Family Reunion	<u>494.96526</u>
6204 Owner's Trip	3,22350
620\$ Regional Sala Meeting	<u>2.9792</u>
6206 New Design Comm/tare Orient	<u>436769</u>

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### WINDOW WORLD INC

Accrual Basis	Profit & Loss	
	January through November 2024	Jan • Nor
	6207 • St Jude Event	405615
	6210 • New Store Owner Orientation	1.343.9
	6213 • High Performance Summit	4
	6216 • Misc Corporate Meetings	113.925 19
	8216 • Instsitition trithatirre	4.28454
	8219 • AMU Trailing	306 10
	8220 • Splash Fund	265 99
	8221 • Sales Velocity	25.00000
	6225 - Corporate Meetings-Other	208 38
	Total 6200 Corporate Meetings	5009.42906
	6300 - Franchise Documentation Expense	
	6301 - Franchise Legal Fees	1.420 50
	6302 - State Franchise Fees	425 00
	6303 - Franchise Doc ExpOther	51.124 SS
	Total 6300 Franchise Documentabon ExPens• 6400 - Franchisee Training 6402 Lodging	52 97005
	6402 Louging	"1.96285
	6403 - Meals	6 219 18
	6404 Training Wages	448.413 30
	6405 Training Wages Bonus	21.530 99
	6406 - Travel	19.501 72
	6407 - Training Dues el Sub	797 34
	6406 - Franchise Training • Other	2.73642
	8903 - FranchiseelSales Contest	15765.13
	Total 6400 Franchisee Training	52694793
	6500 - Franchisee Sled Up Cost	
	6501 - Franchisee Computers	9.180 77
	6502 - Marketing Manna! .Franchme	476049
	6503 - Window Displays Franchisee	1010144
	6504 Franchisee Meals	5031.14
	6505 Franchisee Start•Up CostOthav	423036
	Total 6500 Franchisee Start Up Cost	33,21260
	6600 Regional Manager Expense	
	6601 Regional Materials I Expense	124227 71
	6602 Regional mess	112.77SM
	6603 Regional Lodging	12940721
	6604 Regional Travel	303693.12
	6605 Regional Manager Wages	911694711
	6606 Regional Manager Wages Bonus	4025000
	Total 6600 Regional Manager Experts*	1641.91153
	6700 Product Davelocenent	
	6701 Prod Der Wages	36590967
	6702 Prod Der Wages Bonus	1710000

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### 1:02 PM INC 01113125 Accrual Basis

### WINDOW WORLD

### Profit & Loss

January through November 2024	Jan - Nov
6703 • Prod Der Travel	2
6704 • Prod Der Meals IL Ent	<u>09'.79 '</u>
6705 • Product Development Thawing	2
6706 • Prod Der Lodging	01217
6707 • Product Devekpment-Other	<u>3.780</u>
otal 6700 Product Development	446.84558
800 W•1360	
6801 360 Wages	<u>73024659</u>
6802 360 Wages Bonus	<u>24.50000</u>
6803 360 Travel	40.59253
6804 360 Meals 6 Ent	<u>7.79662</u>
6805 360 Contracted Services	<u> 75565 47</u>
6808 360 Lodging	<u>16.75331</u>
6806 WW 360 Miscellaneous Expense	193 75
otal 6800 WW360	895.66027
900 Other Franchise Cost	
6902Faded Franchisee	医电影电影
69021 Sacramento	88384
69022 East Bay	<u> 20.67937</u>
69024 Faded F ranches.* • Other	95 32695
Total 6902 Faded Franchisee	<u>116.830 16</u>
6904 Franchisee Expense	65,93289
6907 Postage and Delivery Franc/see	4406158
6910 National Franchne Deveropmend	
6911 FrenchltDer Wart	83660321
6913 Franchise Wars Bonus	1503000
6913 Franchising	2.14000
6915 NF WeInnednteracure PPC	10973000
6920 French** Der Travel	53,149 19
6921 Franchise Der Meals t Ent	1225808
6923 Franchise Der Lodging	2121525
6923 National Franchise Der Other	1132799
Total 6910 National Franchise Deneoperent	1.13.051
6940 Simonton Protested Pricing Prop	156.50500
6941 Magard Preferred Pricing	<u>519000</u>
6942 Windsor Preferred Pricing	1.66000
6950 Other Franchise Cost	222.4
Total 6900 Other Franchise Cat	560.31314
Franchisee	131741567
	6703 • Prod Der Travel 6704 • Prod Der Meals IL Ent 6705 • Product Development Thawing 6706 • Prod Der Lodging 6707 • Product Development 800 W-1360 6801 360 Wages 6802 360 Wages Bonus 6803 360 Travel 6804 360 Meals 6 Ent 6805 360 Contracted Services 6808 360 Lodding 6806 WW 360 Miscellaneous Expense 6902 Fanchise Cost 6902 Faded Franchises 69021 Sacramento 6902 Faded Franchises 6902 Franchises Expense 6907 Postage and Delivery Franc/see 6910 National Franchise Deveropmend 6913 Franchising 6915 NF Weinnednteracure PPC 6920 French** Der Travel 6921 Franchise Der Meals t Ent 6923 Franchise Der Meals t Ent 6923 Franchise Der Lodging 6923 National Franchise Der Other  Total 6900 National Franchise Der Other  Total 5910 National Franchise Der Meals t Ent 6923 Franchise Der Lodging 6923 National Franchise Der Lodging 6924 Miggard Preferred Pricing 6941 Mdgard Preferred Pricing 6942 Windsor Preferred Pricing 6942 Windsor Preferred Pricing 6942 Windsor Preferred Pricing 6950 Other Franchise Cost

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1;02 PM	WINDOW WORLD		
INC 3125 Accrual Basis	Profit & Loss January through November 2024	sen • Nov 24	
7010 Interest Income 7030 Other Income 7030-2   escellancars		2'85.93222 253 NS	
Total 7030 Other Income		253 NS	
Total Other Income Other Expense 1010 • Bad Debt Expense		2488.155 5.63182	
Total Other Expense		5.601 87	
Net Other Income Net Income		2480.553 17.331,725.1	

Page I of 8

### Exhibit 1

### Services:

- 1. WW360 Subscription, including WW360 Mobile access, are included in the monthly Technology Fee for each franchised location.
- 2. Window World Owner's Portal
- 3. Optional: Web Site Design and Management

### Fees:

The current fees for the Services are set forth below:

- 1. F<u>ees.</u>
- a. Client shall pay the following fees (collectively, "Technology Fee").
  - i. Base Fee: \$\_\_\_\_\_\_per month
  - ii. Additional Fee for Web Site Services: \$\_\_\_\_\_per month
- b. Client shall pay a "Start-Up Fee" of \$25.00600.00 (waived for new franchisees)
  - c. Provider may increase the Technology Fee annually by the amount that is the greater of (i) two percent of the then-current Technology Fee or (ii) any other amount that Provider shall designate.
- 2. <u>Premium Services Fees</u>. If Provider offers and Client chooses to use Premium Services, Client shall pay a fee ("Premium Services Fee") set forth in the associated Additional Services Agreement or as otherwise set forth by Provider. Provider shall have the right to modify the Premium Service Fees upon at least thirty days' notice to Client.

### Current Required Hardware and Software for the Services:

- Google Chrome TM most recent and stable version
- Mozilla ® Firefox ® most recent and stable version
- Safari on devices that support iOS or Mac OS

(Chrome or Firefox are the recommended browsers. Provider will make every attempt to support the latest version as updates are released. Provider make no promise that all updates will be supported.)

### EXHIBIT N RECEIPT

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

If WINDOW WORLD, INC. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Iowa requires you to you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 14 calendar days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires you to receive this Franchise Disclosure Document 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If WINDOW WORLD, INC. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed on Exhibit E.

The franchisor is WINDOW WORLD. INC., located at 118 Shaver Street, North Wilkesboro, NC 28659. Its telephone number is (336) 667-2100. The name, principal business address and telephone number of each franchise seller offering the franchise is:					
		<u> </u>			
ZACH LUFFMANZACH LUFF	<del>MAN</del>				
118 Shaver St.					
N. Wilkesboro, NC 28659					
<u>(336) 667-2100</u>					

Issuance Date: March 28, 2024, as amended January 13, 2025

See Exhibit E for our registered agent authorized to receive service of process. Our agent for service of process in North Carolina is Corporation Service Company at 2626 Glenwood Avenue, Suite 550, Raleigh, NC 27608.

I received a WINDOW WORLD, INC. disclosure document dated March 28, 2024, as amended January 13, 2025 that included the following Exhibits:

Exhibit A	: Franchise Agreement with	Exhibit H	: Master Services Agreement with
0	Attachment 1: Lease Rider	0	Exhibit 2A: CRM Subscription Agreement
0	Attachment 2: Communications Consent	0	Exhibit 2B: Web Design and Management
0	Attachment 3: Limited Personal Guaranty		Agreement
0	Attachment 4: Internet, Social Media, and	0	Exhibit 2C: Window World Owner's Portal
	Telephone Assignment		Agreement
	Attachment 5: Nondisclosure and	0	Exhibit 2D: ACH/EFT Transfer Agreement
•	Non-Competition Agreement		and Credit Card Authorization
0	Attachment 6: Nondisclosure and Non-	0	Exhibit 2E: Premium Services Amendment
-	Solicitation Agreement	Exhibit I:	Window World, Inc. Non-Operating Owner
Exhibit B	-1: Listing of Current Franchisees	Amendme	ent
	-2: Listing of Certain Past Franchisees	Exhibit J:	Agreement and Conditional Consent to
	: Financial Statements	Transfer	
Exhibit D	: State-Specific Addendum		: Full and Final General Release
	: Federal and State Regulatory Authorities and	Exhibit L: First Addendum to Renewal Franchise	
	or Service of Process	Agreeme	
Exhibit F	: Prospective Franchisee Confidentiality Agreement	Exhibit M	1 Addendum Regarding Roofing Services
Exhibit G	: 800 Response Agreement		
	•		
			<del></del>
			<del></del>
Date:			
			Signature of Prospective Franchisee

Print Name
Please sign and return this Receipt to WINDOW WORLD, INC. You may mail it to WINDOW WORLD, INC., ATTN: LEGAL
DEPARTMENT, 118 Shaver Street, North Wilkesboro, North Carolina 28659 or email it to <a href="mailto:legal@WindowWorld.com">legal@WindowWorld.com</a>.

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Exhibit N – Page