

FRANCHISE DISCLOSURE DOCUMENT



WINZER FRANCHISE COMPANY, INC.
a Texas corporation
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As a WINZER® franchisee, you already have a business supplying automotive, chemical and/or industrial products similar to our products. Based on your current customer base, you will sell some or all of the following Approved Winzer Products: quality packaged fasteners, nuts, bolts, clamps, adhesives, sealers, electrical components, cutting tools, fluid power fittings, chemicals, welding and shop supplies, janitorial supplies and other related products and services.

The total investment necessary to begin operation of a WINZER franchised business ranges from \$5,950 to \$16,153. This includes \$3,500 that must be paid to franchisor or its affiliates.

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

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

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

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

Issuance Date: November ~~1726~~, ~~2023~~2024

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits A and B.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction; Item 7 lists the initial investment to open, and Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Winzer business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Winzer franchisee?	Item 20 or Exhibits A and B list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business Model Can Change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restriction. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

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 arbitration and/or litigation only in Texas. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Texas than in your own state.
2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
3. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the franchisor's financial ability to provide services and support to you.

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.

MICHIGAN NOTICE

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assents to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
 - (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to sell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offer on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to the Michigan Department of Attorney General, Consumer Protection Division, 525 W. Ottawa Street, G. Mennien Williams Building, 1st Floor, Lansing, MI 48933; (517) 373-7177.

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Item 1

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

To simplify language in this disclosure document, Winzer Franchise Company, Inc., the franchisor, is referred to as “we,” “us” or “our.” “You” means the person who is considering buying the franchise. If you are a legal entity, certain provisions apply to your officers, directors, shareholders, members or partners. These provisions are noted.

Franchisor

The franchisor is Winzer Franchise Company, Inc., a Texas corporation. We were incorporated on March 16, 2012. We do business under our corporate name and “Winzer.” We do not do business, or intend to do business, under any other name although we may, in some areas, operate an acquired business under a name that incorporates “Winzer” into the name of the acquired company (see below under Our Experience). We have not conducted business or offered franchises in any other line of business. We currently operate businesses that are similar to the franchised business. Our principal address and telephone number are 4060 E. Plano Parkway, Plano, Texas 75074-1800, and (214) 341-2122. Exhibit G lists our agents for service of process.

Our Parents, ~~Predecessor and Affiliate~~Predecessors and Affiliates

Winzer Corporation (“WC”) is our immediate parent, ~~and our predecessor and an~~ affiliate. WC is a Texas corporation, which started as International Metric Supply in 1977 and changed its name to Winzer Corporation in 1980. WC’s principal business address and telephone number are the same as ours. We are a wholly owned subsidiary of WC. WC has been in the fastener and maintenance supply business since 1977, and granted franchises for WINZER® businesses from 1991 to 2012. Those franchises were assigned to us on October 29, 2012. WC currently operates businesses that are similar to the franchised business. WC has not offered franchises in any other line of business.

~~From 2010 to 2013, WC offered franchises for Strategic Alliance, a business that allowed its franchisees to retain their existing business names and locations, and sell fasteners, chemicals and maintenance supplies directly or on WC’s behalf, primarily to industrial plants. WC granted 1 Strategic Alliance franchise, which is no longer operating.~~

~~In May 2011, WC acquired a retail fastener distributor with multiple branch locations that currently operate as company-owned units under the FastServ Supply trade name. WC or an affiliate may offer 1 or more of these units for resale.~~

Our other parents are: SV-Winzer Corporation (“SV Winzer”), a Delaware corporation; GradeEight Holdings, LLC (fka SV-Winzer Holdings, LLC) (“GradeEight”), a Delaware limited liability company; and SV-WD, LLC (fka SV-Winzer Investments, LLC) (“SV WD”), a Delaware limited liability company. Since September 29, 2017, WC has been a controlled subsidiary of SV Winzer, SV Winzer has been a controlled subsidiary of GradeEight, and GradeEight has been a controlled subsidiary of SV WD. SV Winzer, GradeEight and SV WD do not operate businesses that are similar to the franchised business, have not offered franchises in any line of business, and do not provide products or services to our franchisees. ~~GradeEight is the formal employer of the officers and executives identified in Item 2 of this disclosure document.~~ The principal business address and telephone number of SV Winzer and GradeEight are 4060 E. Plano Parkway, Plano,

Texas 75074-1800, and (214) 341-2122. SV WD's principal business address and telephone number are 222 South Ninth Street, Suite 130, Minneapolis, Minnesota 55402, and (612) 436-4280.

[We have no predecessor.](#)

Our Business

We offer franchises for WINZER businesses that sell quality packaged fasteners, nuts, bolts, clamps, adhesives, sealers, electrical components, cutting tools, fluid power fittings, chemicals, welding and shop supplies, janitorial supplies and other related products and services.

Our Experience

We have been in the fastener, chemical, industrial, automotive and maintenance supply business since 2012. We have not offered franchises in any other lines of business. Currently, we own and operate businesses of the type being franchised.

The Franchise

WINZER businesses sell quality packaged fasteners, nuts, bolts, clamps, adhesives, sealers, electrical components, cutting tools, fluid power fittings, chemicals, welding and shop supplies, janitorial supplies and other related products and services. You will use our business system ("System") and our proprietary trademarks and service marks ("Marks"). You will sell, directly or on our behalf, primarily to retailers and end users. You must sign our standard franchise agreement and related agreements. You may participate under a contract that the General Services Administration has awarded our parent for the sale of products to certain government agencies and other government entities ("GSA Contract"), if you sign the appropriate related agreement and agree to abide by our GSA/DLA/Federal Government Business Policy.

Our prospective franchisees are already in the business of supplying similar products and services to customers in the ~~automotive, chemical and/or industrial market~~Automotive, Chemical and/or Industrial Markets, and already have a customer base. The ~~automotive market~~Automotive Market includes value-added, ~~direct sales to customers who are automotive dealerships, body shops, repair shops and service centers, as well as truck, fleet and other wheeled transportation dealerships and maintenance shops.~~direct sales to customers who are automotive dealerships, body shops, repair shops and service centers, as well as truck, fleet and other wheeled transportation maintenance, repair and operating supplies operations. The Chemical Market includes value-added direct sales to customers who are users of bulk, liquid and aerosol chemicals for maintenance, production and repair operations. The ~~industrial market~~Industrial Market includes value-added direct sales to customers who are road and structural repair and maintenance shops, plant manufacturing and production operations, and water treatment, construction, mining, farming, refining, building, facilities and equipment operations. Based on your current customer base, when you sign a franchise agreement, we will designate the type or types of Licensed Market(s) (automotive, chemical and/or industrial) in which you may acquire Protected Customers.

If we grant you a franchise and you are a legal entity (a partnership, corporation, limited liability company or other legal entity), you must designate an operating principal who is acceptable to us, and who will be individually bound to your obligations under the franchise agreement.

Market and Competition

The market for fasteners, nuts, bolts, clamps, adhesives, sealers, electrical components, cutting tools, fluid power fittings, chemicals, welding and shop supplies, janitorial supplies, and other related products and services, is developed and not seasonal.

Your main customers will be industrial or commercial maintenance shops, such as hotels, hospitals, school districts and other commercial or industrial facilities, car dealers, independent car repair shops, collision repair shops, and other industrial customers who buy our products for their own use. You will compete with national, regional and local fastener distributors, parts stores, hardware stores, mail-order houses, and other competitive fastener vendors in your territory.

You may not be involved with any of our competitors while you operate a WINZER franchise. If you ever signed a non-competition or non-disclosure agreement with a competitor, you must consult with an attorney in your home state experienced in these matters to help you determine if the agreement is enforceable with regard to your franchise before we will grant a franchise to you. You must represent to us that you are not subject to any valid or effective agreement of that type by signing a non-disclosure agreement.

Laws and Regulations

You must comply with laws on the identity and traceability of fasteners, including the federal Fastener Quality Act of 1990, and related federal regulations. This Act is designed to prevent the sale of mismarked, misrepresented and counterfeit fasteners, requires that fasteners conform to their stated specifications, and provides a system for reporting violations. You also must comply with federal and state environmental laws that apply to chemicals and solvents, including laws regarding Material Safety Data Statements (“MSDS”). Local laws may not let you store certain chemicals in your home or garage. If you intend to operate from your home, there may be other laws or restrictions that you must comply with. Your neighborhood may have a homeowners association, or you may be subject to covenants, conditions and restrictions that do not let you operate a business out of your home. If you elect to participate under the GSA Contract, you must comply with all of the additional regulations that govern the GSA Contract, as outlined in our GSA/DLA/Federal Government Business Policy. We are not aware of any other laws or regulations that apply specifically to the operation of the franchised business.

Item 2

BUSINESS EXPERIENCE

President, Chief Executive Officer and Director: John (Trey) B. Smart III

Mr. Smart has been our President and Chief Executive Officer since January 2023 and a member of our board since 2017. Since September 2022, he has been a board member for Walcro, in Bloomington, Minnesota, and since August 2016, he has been the President and Owner of

SMART Advisory Services, in Southlake, Texas. From April 2018 to February 2023, Mr. Smart was a board member for Corporate Relocation, in Carrollton, Texas.

Executive Vice President: Paul A. Seibert

Mr. Seibert has been our Executive Vice President since September 2017. He was our Vice President of Corporate Development from March 2012 to September 2017. He has been Executive Vice President of our parent, WC, since September 2017, and was Vice President of Franchise Development of our parent, WC, from December 2010 to September 2017.

Chief Financial Officer and Secretary: John M. Bacon

Mr. Bacon has been our Chief Financial Officer since August 2016, and our Secretary since September 2017. He ~~was our Director of Finance and Accounting from August 2016 to September 2017. He~~ has been Chief Financial Officer and Secretary of our parent, WC, since September 2017.

Chief Operations Officer: Dan Wooten

Mr. Wooten has been our COO since July 2023. He has been Chief Operations Officer of our parent, WC, since July 2023. He was a Director at BBB Industries from June 2004 until July 2023, in Daphne, Alabama.

Chief Growth Officer: Cody Patterson

Mr. Patterson has been our Chief Growth Officer since April 2024. From April 2021 to April 2024, he was Vice President of Sales and Marketing at BBB Industries, in Dearborn, Michigan. From April 2016 to April 2021, Mr. Patterson held various global leadership roles at Ford Motor Company, in Dearborn, Michigan.

Vice President and Director: ~~Thomas D'Ovidio~~ Adam P. Reeves

Mr. ~~D'Ovidio~~Reeves has been our Vice President and Director since September ~~2022~~2017. He has been Vice President and Director of our parent, WC, since September 2017. Mr. Reeves is a Partner with ShoreView Industries, LLC—since 2007, in Minneapolis, Minnesota. He joined ShoreView Industries, LLC in 2011.

Vice President and Director: ~~Adam Timothy P. Reeves~~ Maguire

Mr. ~~Reeves~~Maguire has been our Vice President and Director since ~~September 2017~~March 2024. He has been Vice President and Director of our parent, WC, since ~~September 2017. Since September 2011, Mr. Reeves has been Principal of~~March 2024. He is currently a Vice President with ShoreView Industries, LLC— in Minneapolis, Minnesota. He joined ShoreView Industries, LLC in 2016.

Vice President of Marketing- & Category Management: Jason Loof

Mr. Looft has been our Vice President of Marketing ~~and Category Management since June 2023. He was our Vice President of Marketing from December 2016 to June 2023, and was our Director of Marketing from~~since January 2012 ~~to December 2016.~~

Vice President of Information Technology (IT): Ed Conrey

Mr. Conrey has been our VP of IT since October 2022. He was our Director of Business Intelligence from December 2020 to October 2022 and our Director of Procurement from September 2019 to December 2020. From January 2018 to September 2019, Mr. Conrey was Senior Manager of Fulfillment for Hilti Inc., ~~located~~ in Plano, Texas.

Vice President of Supply Chain: Mike Ritchie

Mr. Ritchie has been our VP of Supply Chain since January 2024. From July 2014 to January 2024, he was the Category Manager at Aftermarket Automotive Parts Alliance, in San Antonio, Texas.

Corporate Development Manager: Rick Beter

Mr. Beter has been a Corporate Development Manager with us since March 2012. He has been Corporate Development Manager of our parent, WC, since July 2008.

Director of Franchise Services: Kellee Rogillio

Mrs. Rogillio has been our Director of Franchise Services since March 2020. From April 2012 to February 2020, she worked in our Accounting Department, where she became our Accounting Manager.

Item 3

LITIGATION

In our last fiscal year, we filed one action against a former franchisee for failure to pay sums due under a terminated franchise agreement. (Winzer Franchise Company, Inc. v. Chuck Reed, District Court, Dallas County, Texas, Case No. DC-24-08505, filed June 12, 2024).

~~No~~Other than the action described above, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

You must pay us an initial fee of \$3,500 when you sign the franchise agreement, unless you enter into a franchise agreement in connection with the sale to us of your pre-existing business or its assets, in which case we will waive the initial franchise fee. The initial fee is uniform and non-refundable. We do not offer financing.

In our last fiscal year ~~ended July 31, 2023~~, no franchises were granted for less than the standard franchise fee.

Item 6

OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
Service Fee	98% - 14 16% on sales of Approved Winzer Products and Franchisee Products ²	At the time of Periodic Gross Profits payment ⁶	<u>16% on Annual Gross Sales, reduced to 14% on if Annual Gross Sales are \$200,000 to \$349,000, reduced to 12% if Annual Gross Sales are \$250,001350,000 to \$350,000499,999; reduced to 10% if Annual Gross Sales are \$350,001500,000 to \$450,000; and 749,999; reduced to 9% if Annual Gross Sales are \$750,000 to \$999,999; and reduced to 8% if Annual Gross sales exceed \$450,0001,000,000.</u> ³ ⁴ The Service Fee is paid out of your Periodic Gross Profits. ⁵
Repurchase of Assigned Receivables or Repurchase Accounts	Gross Amount of Account	As incurred	You must repurchase from us your account receivables from sales of Franchisee Products on our request. See Sections 7.8 and 7.9 of the franchise agreement for details.
Other Deductions from Periodic Gross Profits	Prices of Approved Winzer Products; credit card <u>fees, third party bill payment service</u> fees, transit, freight, shipping and handling fees; taxes; amounts of uncollected assigned receivables; bad check amounts; bad check charges; <u>NSF fees</u> , amounts uncollected after 120 days; amounts uncollected after 60 days if customer has history of delinquent payment; amounts of erroneous, false or fraudulent orders; amounts deemed uncollectible; software fees ⁶	As incurred	

Type of Fee ¹	Amount	Due Date	Remarks
Inventory	Franchisee cost	As incurred	Prices will be made available when you place your order.
Periodic Meetings	Currently \$0; possibly \$50 - \$500 per meeting ⁷	As incurred	You may choose to attend periodic meetings that we provide, and we may charge reasonable fees for those meetings to cover our costs.
Additional Assistance	Currently \$0; possibly \$100 - \$750 per occurrence	As incurred	We do not currently charge for this, but we may charge a reasonable daily fee and seek reimbursement from you for reasonable travel expenses.
Permitted Representative Sales Materials	Currently \$500 per Permitted Representative	As incurred	We will provide you with certain sales materials for each of your Permitted Representatives.
Permitted Representative Administrative Fee	Currently \$0; possibly \$25 per occurrence	As incurred	We may charge a reasonable fee for products, services or training provided to you for your Permitted Representatives. Currently, we only intend to charge a fee if you ask us to manually enter a customer order for a Permitted Representative or otherwise ask us to provide services to a Permitted Representative that are available through use of the proprietary software of our parent, WC.
Indemnity	Actual cost	On demand	You must reimburse us if we incur costs or expenses, including uncollected receivables, claims, damages, judgments, attorneys' fees or losses as a result of the operation of the franchised business or any act by you or your Permitted Representatives in connection with the operation of the franchised business.
Attorneys' Fees and Costs	Actual cost	As incurred	You must reimburse us for attorneys' fees or costs we incur because of your failure, or the failure of any of your Permitted Representatives, to comply with the franchise agreement or any enforceable non-compete agreement with a prior employer, if we are the prevailing party in the dispute.
Default	35% - 45% of Gross Sales amount ⁸	As incurred	If you violate or fail to comply with the franchise agreement, and your action damages another franchisee, we may specify payment to the damaged franchisee as part of your obligation to cure your default.

Notes:

1. All fees are earned when due, are uniformly imposed and are non-refundable.
 2. You pay us a Service Fee calculated based on the invoiced amounts of all Retail Sales of Approved Winzer Products (Annual Gross Sales) and Franchisee Products. The Service Fee is calculated based on the Annual Gross Sales amount according to the table found in Section 6.2 of the franchise agreement. We supply you with an Approved Winzer Products list in the proprietary software of our parent, WC. Franchisee Products include all products, other than Approved Winzer Products, that you sell. You may qualify for a reduced Service Fee percentage based on Annual Gross Sales (defined in Note 3 below).
 3. “Annual Gross Sales” means the total invoiced amount of all Retail Sales of Approved Winzer Products through the franchised business during the preceding 24 - 26 Billing Periods (defined in Note 6 5 below), less total credits given during such Billing Periods for any such Approved Winzer Products. During the 1st year of your franchise, your Annual Gross Sales will be estimated based on an annualization of year-to-date sales and credits. Any sales made but not invoiced in any applicable Billing Period will not be included in any calculation for that Billing Period.
 4. For the 1st 90 days, you may pay us a Service Fee percentage that is based on the annual gross sales reported by any pre-existing business. After 90 days, you pay a Service Fee percentage to us based on actual Retail Sales as explained in Note 2.
 5. There are 2 - 3 Billing Periods each month. Periodic Gross Profits mean the total invoiced amount of your Retail Sales of Approved Winzer Products and Franchisee Products invoiced and shipped during a Billing Period. After each Billing Period, we calculate your Periodic Gross Profits for that Billing Period, deduct the applicable fees, charges or offsets, and send you payment and a statement detailing these amounts.
 6. The cost of Approved Winzer Products generally ranges from 25-60% of the Gross Sales amount. Credit Card fees resulting from your customers paying for orders by credit card will be charged to you. Third Party Bill Payment Service fees resulting from your customers utilizing this service to pay for their orders. will be charged to you. It is recommended that you pass these fees along to your customers. Transit, freight, shipping and handling fees may be charged to you as explained in detail in the Confidential Operations Manual. The amounts for uncollected assigned receivables, bad checks, bad check charges, Nonsufficient Fund fees (NSF), amounts uncollected after 60 days if the customer has a history of delinquent payment, amounts of erroneous, false or fraudulent orders, and amounts deemed uncollectible vary by franchisee, but is generally limited to the franchisee’s previous 120 days’ total Gross Sales. The software license fee is currently \$65 per month, per user, but could minimally change during the course of this five-year agreement. Winzer absorbs this fee for each Franchise and Permitted Representative, but reserves the right to charge you this fee if your franchise sales fall below your Required Monthly Averages according to your franchise agreement or your Permitted Representative’s average monthly sales, independently, fail to equal or exceed \$5,000 during any 6 consecutive Billing Periods.
 7. You may choose to attend periodic meetings that we provide. We do not currently charge for meeting attendance, but we may elect to charge reasonable fees for meetings to cover our costs.
 8. Our current policy is to limit default damages to the Net Gross Profit amount on any sale made to another franchisee’s Protected Customer, which generally is 35%-45% of the Gross Sales amount.
- You are not required to participate in a local or regional advertising cooperative or in a local, regional or national purchasing cooperative.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure ¹	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Fee	\$3,500	Lump sum	On signing franchise agreement	Us
Auto Liability, General Liability, including Premises Operations Coverage, and Workers' Compensation Insurance ²	\$450 - \$1,375	As arranged	As arranged	Suppliers
Vehicle Expenses ³	\$1,050 - \$2,400	As arranged	As arranged	Suppliers
Promotional Products ⁴	\$0 - \$500	As incurred	As incurred	Suppliers and Us
Office Equipment and Supplies ⁵	\$450 - \$700	As incurred	As incurred	Suppliers
Computer Equipment ⁶	\$0 - \$2,178	As incurred	As incurred	Suppliers
Initial Training ⁷	\$0 - \$500	As incurred	As incurred	Suppliers
Legal and/or Accounting Fees	\$500 - \$2,500	As arranged	As arranged	Suppliers
Additional funds, for 1 st 3 months ⁸	\$0 - \$2,500	As incurred	As incurred	Suppliers
Total ^{9, 10}	\$5,950 – \$16,153			

Notes:

(1) Refunds and Financing. These fees are non-refundable. We do not offer direct or indirect financing for any of these items. You should not expend funds or make any other commitment in connection with the franchise, and should not resign from existing employment or take any similar action until you have received our final written acceptance of your application and approval of the franchise.

(2) Insurance. This estimate is for 3 months of comprehensive general liability insurance (including premises operations liability coverage), auto liability insurance, and workers' compensation insurance, if it is required by local law. You must maintain comprehensive general liability insurance with at least a \$1,000,000 per occurrence limit, aggregate limits of \$2,000,000 for each aggregate, and a deductible of not more than \$2,500, and auto liability insurance coverage with a \$500,000 combined single limit. Your cost for auto liability insurance will vary depending on factors such as condition of vehicles, your and your personnel's driving records, and other factors. The insurance company providing the coverage must be rated no less than A-X by A.M. Best. You must maintain workers' compensation, employee's liability and employment insurance, and any other insurance that may be required by law. Currently, we maintain comprehensive liability insurance and product liability insurance for Approved Winzer Products, and for Franchisee Products billed through us, at our cost. We list you as an additional insured under the insurance policies. We will give you a minimum of 30 days' notice if we will no longer provide you with these insurance coverages. If we stop providing you with these insurance coverages, you must pay for the coverages. You must pay any deductibles and any amounts not covered by insurance. If available, you must arrange to be named as an additional insured under appropriate insurance maintained by the vendors of Franchisee Products. We encourage you to consider whether to obtain additional insurance of your choice. We do not represent that the insurance we maintain or require will be sufficient for your needs. We may

increase or modify any insurance coverage requirements, but will give you a minimum of 30 days' notice to comply with any increased or modified requirements

(3) Vehicle. You may be able to lease or finance the vehicle needed for the franchised business. The low estimate assumes you use your existing vehicle. The high estimate assumes 3 months of lease payments on a new vehicle. Both estimates assume 3 months of gasoline and maintenance at \$350 per month.

(4) Promotional Products. We sell a full line of high-quality promotional items, including product and marketing brochures for sales calls, and advertising specialty items such as stickers, notepads and pens. Some of these promotional items are included, at no additional cost, in the start-up kit described in note 5 below, as explained in more detail in the Confidential Operations Manual. Caps, accessories, golf shirts and other clothing imprinted with the WINZER logo are available from us, [Bob Lilly Promotions](#) and Lands' End Corporate Sales. You are not required to purchase any of these promotional products.

(5) Office Equipment and Supplies. You do not need (and we do not recommend that you obtain) a commercial office. Therefore, these estimates do not include any costs for a commercial office. You may operate the franchised business from your home, if local zoning permits, or from any existing business premises. Before you begin operating the franchised business, we give you a start-up kit, at no additional cost, that contains customized brochures, business forms, and certain promotional products described in note 4 above. You may want a small desk or file cabinet in which to keep records of the franchised business. You may use any type of cell phone to communicate with Winzer and customers. You will use the Internet to connect to our software and transmit orders to us on your order entry device (iPad or PC). High speed Internet may cost \$50 or more per month.

(6) Computer Equipment. The low range assumes that you already own the recommended model of iPad or PC. The high range reflects the cost to you if you choose to purchase new iPad or PC from a retailer or other supplier. The recommended equipment is described in Item 11.

(7) Initial Training. You and any Permitted Representatives must attend our initial training in Plano, Texas. We will pay the reasonable travel, lodging and food expenses incurred for you to attend the initial training, so your cost will be \$0 if you travel and stay in Plano according to our itinerary. You must pay any incidental expenses you choose to incur while attending the initial training, and you or any Permitted Representatives must pay all travel, lodging, food and incidental expenses incurred for them to attend the initial training.

(8) Additional Funds. You may need working capital to support on-going expenses, such as payroll, transportation and communications expenses, during the 3-month initial period of the franchised business. New businesses often generate negative cash flows. The manner in which you choose to operate the franchised business will greatly affect the working capital that you may need. The low estimate assumes that you operate from your home with an existing vehicle, do not hire personnel during the initial period and do not incur any significant unexpected expenses. The high estimate assumes that you may incur some significant unexpected expenses. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during the initial period of the franchised business.

(9) Estimated Amounts. You should not expect to achieve the low estimate expenditure in every category.

(10) Experience. We relied on our 8 years of experience and WC's over 40 years of experience in the fastener and maintenance supply business to compile these estimates.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Winzer Products

You will usually sell only Approved Winzer Products. Approved Winzer Products are all products and inventory we ship to your customers, and are listed on the proprietary software of our parent, WC. We periodically update the Approved Winzer Products list, and generally issue any updated list to our franchisees in writing or through updated software.

We typically hold periodic “focus group” meetings involving our personnel and representatives of our franchisees, which may include meetings to identify possible new Approved Winzer Products and their priority of importance. After those meetings, we research the suggested products and their vendors, add new products to our Approved Winzer Products list, and provide the updated list of products to our franchisees. We do not charge you for this.

You may request in writing our approval of additional products. We do not issue specific criteria for approving products. We will grant or revoke approvals of products based on inspections and testing. We do not charge you for this. We may grant approvals of new products or revoke past approvals of products on reasonable written notice to you. We typically will provide you with written notification of the approval or disapproval of a product you have proposed within 60 days after receipt of your request, or within 30 days after completing any inspections or testing, whichever is later. We will not unreasonably withhold approval. We reserve the right to impose reasonable limits on the number of approved products at any time, and to designate sole suppliers for certain approved products.

None of our officers owns any interests in any third-party suppliers of approved products.

We or our affiliate are the only suppliers for the Approved Winzer Products. When you order Approved Winzer Products from us or our affiliate for delivery to your customers, we will derive revenue. In our fiscal year ended July 31, ~~2023~~2024, WC’s revenue from sales of Approved Winzer Products to customers was \$~~95,245,094~~94,747,426, or ~~89.58~~ 90% of its total revenue of \$~~106,322,546~~105,050,483 reported in GradeEight’s audited financial statements in Exhibit E.

We estimate that up to 2% of your initial investment and up to 2% of your continuing cost of doing business will be spent on purchases of personal inventory or promotional goods. These are estimates. Your results may vary from these estimates. You are not required to purchase any personal inventory or promotional goods. If you do, WC will derive income from your purchases. In our fiscal year ended July 31, ~~2023~~2024, WC’s revenue from sales of personal inventory or promotional goods to franchisees was \$~~553,626~~775,392, or ~~0.52~~0.74% its total revenue of \$~~106,322,546~~105,050,483+ reported in GradeEight’s audited financial statements in Exhibit E.

We do not negotiate purchase arrangements with our suppliers for the benefit of franchisees. We do not provide material benefits (such as renewals or granting additional franchises) to a franchisee based on a franchisee’s purchases from us or any supplier. We are not associated with any purchasing or distribution cooperatives. In our fiscal year ended July 31, ~~2023~~2024, we did not derive revenue or other material consideration from other suppliers based on sales to franchisees.

We or our affiliate sell products to your customers on terms in effect when you place the order at the price you choose, but we may reject any order if the terms of sale do not meet our billing and collection practices.

We estimate that the following purchases and leases of services and products from suppliers other than us will represent the following percentages of your total purchases and leases of services and products to establish and operate the franchised business:

<u>Purchases and/or leases:</u>	<u>% of Total to Establish</u>	<u>% of Total to Operate</u>
From us or our affiliate	0% to 5%	0% to 5%
Under our specifications	0% to 5%	0% to 5%
From approved suppliers	0%	0%

Sale of Franchisee Products

You may sell products other than Approved Winzer Products (“Franchisee Products”) on a limited basis, but you may not sell products other than Approved Winzer Products unless you request our approval, follow our procedures and pay a Service Fee on the sales. Your Retail Sales of Franchisee Products may not continuously exceed ten percent (10%) of your Retail Sales of Approved Winzer Products. Winzer reserves the right to modify this threshold percentage as needed on a minimum of 30 days’ written notice to you. When available, you must arrange to be named as an additional insured under insurance policies maintained by the vendors of Franchisee Products. We may purchase your receivables arising from sales of Franchisee Products for the net amount of the account. Under certain conditions, we may require you to repurchase the receivable for the gross amount. We will derive income from your sales of Franchisee Products.

Services

WC is the only approved supplier of ~~the~~ sales reporting, inventory control, billing, collection, shipping and quality assurance services. We will not approve any other supplier for these services. WC will derive revenue from the service fees for these services. In our fiscal year ended July 31, ~~2023~~ 2024, WC’s revenue from service fees was ~~\$1,091,702~~ 1,077,741, or 1.03% of its total revenue of ~~\$106,322,546~~ 105,050,483 reported in GradeEight’s audited financial statements in Exhibit E.

Computer Requirements

You must use the proprietary software of our parent, WC (“Software”). To use the Software, you must sign WC’s software license agreement (Attachment 3 to the franchise agreement). WC is the only supplier of the Software.

If we adopt substantial changes in any software requirements for the franchised business, the costs to you for software may increase. We anticipate these costs to range from 0% to 5% of your ongoing costs of doing business. These amounts are estimates.

Insurance

Currently, we will cover the cost of comprehensive liability insurance and product liability insurance for Approved Winzer Products, and for Franchisee Products billed through us. We list you as an additional insured under the insurance policies.

You must purchase a general liability insurance policy with premises operations coverage. You must add us and WC as additional insureds under that policy. When available, you must arrange to be named as an additional insured under insurance policies maintained by vendors of Franchisee Products. You must pay any deductibles and any liability not covered by insurance. You also must purchase your own auto liability, worker’s compensation, unemployment and other legally required insurance.

You may be required to pay \$300-\$1,000 annually for general liability insurance, and \$600-\$1,500 annually for automobile liability insurance.

Order and Invoice Forms

You must use our order forms and invoice forms. We are the only approved supplier of the order forms and invoice forms. We do not charge for these forms.

GSA Contract

If you wish to participate under the GSA Contract, you must agree to abide by our GSA/DLA/Federal Government Business Policy. You may not sell Approved Winzer Products, or products that are the same as or similar to Approved Winzer Products, to Federal Government accounts except through Winzer’s GSA Contract and System.

Except as described in this Item, you are not required to purchase or lease any goods, services, supplies, furniture, fixtures, equipment, inventory, computer hardware or real estate relating to the establishment or operation of the franchised business from us or from other suppliers.

Item 9

FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the franchise agreement and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section In Franchise Agreement or Other Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Not applicable	11
(b) Pre-opening purchases/leases	Not applicable	7 & 11
(c) Site development and other pre-opening requirements	Not applicable	11
(d) Initial and ongoing training	3.5 & 4.1-4.3 <u>4.1-4.3</u>	7 & 11
(e) Opening	3.1	7 & 11
(f) Fees	5.9, 6.1, 6.2, <u>6.6</u> , 7.3, 13.6, 13.7, 15.5 & Att. 3 ¶8(i)	5, 6 & 7
(g) Compliance with standards and policies/Operations Manual	3.7 & <u>4.10</u>	8 & 11
(h) Trademarks and proprietary information	8 & 10	13 & 14
(i) Restrictions on products/services offered	1.3	16
(j) Warranty and customer service requirements	4.4 & 9	11
(k) Territorial development and sales quotas	3.1 & 3.3	12
(l) Ongoing product/service purchases	3.1, 3.2, 3.3 & 3.4 <u>3.1-3.4</u>	8

Obligation	Section In Franchise Agreement or Other Agreement	Disclosure Document Item
(m) Maintenance, appearance and remodeling requirements	Not applicable	Not applicable
(n) Insurance	3.2(a) & 5.5-5.7, 5.3, 5.4 & 5.5	7 & 11
(o) Advertising	3.1, 3.10, 4.12 , 4.13 & 8.3	11
(p) Indemnification	3.2(b), 5.75.9, 16.1(j) & Att. 4 ¶9 Att. 4 ¶9 & Exh. I	11, 13 & 14
(q) Owner's participation/management/staffing	3.1 & 3.9	1 & 15
(r) Records and reports	4.5 and 5.2 & 5.4	21
(s) Inspections and audits	5.4	17
(t) Transfer	12	17
(u) Renewal	2.2	17
(v) Post-termination obligations	13.7	17
(w) Non-competition covenants	10.3	17
(x) Dispute Resolution	14	17
(y) Waiver of Jury Trial	14.9	17

Item 10

FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

Item 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, Winzer Franchise Company, Inc. is not required to provide you with any assistance.

Before you open the franchised business, we (or our designee) will:

1. Prepare a list of your Protected Customers if applicable (Section 1.2 and Attachment 1 to the franchise agreement).
2. Provide initial training for you and your Permitted Representatives to educate you about the System (Section 4.1 of the franchise agreement). The initial training is described below.
3. Provide you with a copy of the proprietary software of our parent, WC ("Software"), and help install it on your order entry device (iPad or PC) (Section 4.9 of the franchise agreement). We further describe the Software below.
4. Lend you a copy of the Confidential Operations Manual (see Exhibit F for table of contents), and answer any questions you may have about it (Section 4.10 of the franchise agreement).

5. Designate the type of Licensed Market in which you may acquire Protected Customers (Section 1.1 and Attachment 1 to the franchise agreement).

6. Provide you with start-up materials, such as catalogs, brochures, promotional items, business cards, etc. (Section 4.13 of the franchise agreement).

During the operation of the franchised business, we (or our designee) will:

1. Use reasonable efforts to meet or exceed industry quality standards and fill rates, and to sell quality products (Section 4.4 of the franchise agreement).

2. Use reasonable efforts to provide you with mandatory specifications, standards, operating procedures and rules that we make relating to your other obligations under the franchise agreement and operation of the franchised business, as well as non-mandatory recommendations, guidelines and information (Sections 3.7 and 4.11 of the franchise agreement).

3. Provide you with a periodically updated Approved Winzer Products list in the Software (Section 4.11 of the franchise agreement).

4. Maintain comprehensive general liability insurance and product liability insurance, including product liability coverage on Approved Winzer Products and on Franchisee Products billed through Winzer, in amounts, and with deductibles, expiration dates, coverages and other terms as we decide, for our own and your protection. The insurance policies may list any number of beneficiaries or additional insureds. On your written request, we will provide you with copies of the policies. We may stop or change this program at any time on a minimum of 30 days' written notice to you (Section 5.5 of the franchise agreement).

5. Sell Approved Winzer Products at the prices and terms in effect when you place the order. The prices and terms will be updated and available on your order entry device (iPad or PC) and in the online PDF catalog when you place an order. You may set the price for sales of Approved Winzer Products to end users, but each order must be in the format we require. We may reject any order that is not documented in the format we require (Section 6.3 of the franchise agreement). We are not obligated to assist you in establishing prices for sales to end users, and do not set minimum or maximum prices at which you must sell products or services. We are not obligated to assist you in establishing prices for sales to end users, and do not set minimum or maximum prices at which you must sell products or services.

6. Send you a Periodic Gross Profits Statement 2-3 times a month for the Billing Period that will show your Periodic Gross Profits (Sections 6.4 and 6.5 of the franchise agreement). Currently, we transmit this statement electronically. For receivables we collect from your Protected Customers, you must indemnify us on this obligation, which may be secured in part by a security interest in certain collateral. We may collect from you under this security interest, and we may file a Uniform Commercial Code Financing Statement ("UCC-1") to perfect our security interest.

7. Collect and report sales and use taxes for sales of Approved Winzer Products, not including sales and use taxes returned or credited. You must obtain any documentation we request (Section 6.7 of the franchise agreement).

8. Provide you with certain maintenance for the Software, as described below in this Item 11 (Section 1 of software license agreement, Attachment 3 to the franchise agreement).

9. Consult with groups of franchisees before making any major changes in our product line (Section 4.6 of the franchise agreement).

10. Provide you with timely, accurate and useful sales reports for the franchised business (Section 4.5 of the franchise agreement). Currently, we transmit these reports electronically.

11. Make available computer software that is useful to you in conducting the franchised business (Section 4.7 of the franchise agreement).

12. Provide you with updated product information materials on a regular basis (Section 4.8 of the franchise agreement).

13. Send you periodic updates for the Confidential Operations Manual to reflect new information, specifications or procedures (Section 4.10 of the franchise agreement).

14. Purchase your account receivables from sales of Franchisee Products for the net amount of the sale, unless we have reason to believe that the terms of sale are not commercially reasonable. For any account receivable that we purchase from you, we will use our resources to collect the debt, subject to our right to require you to repurchase the debt (Section 7 of the franchise agreement).

15. Assist you in developing a plan to sell your franchise if you notify us in writing that you wish to retire (Section 12.3 of the franchise agreement).

Advertising and Promotion

We do not have an advertising council, and you need not participate in local or regional advertising cooperatives with other franchisees. There is no requirement that you or we spend a minimum amount on advertising. There is no advertising fund.

Except as follows, we do not place any restrictions on your advertising. You must submit to us all proposed advertising, promotional materials and other printed materials using the Marks. You must obtain our prior written approval before using any Marks in advertising or other promotional activities (Section 8.3 of the franchise agreement). You may not send advertising directly to another franchisee's Protected Customer. You may not establish or maintain a separate web site for the franchised business on the Internet or any comparable electronic network of computers and you may not otherwise offer or sell Approved Winzer Products on the Internet (Section 3.10 of the franchise agreement), but you may use our website to allow your designated customers to place orders using the Internet.

Computer Hardware and Software

You must use the following computer hardware and software:

Hardware: In the operation of the franchised business, you must use an order entry device (iPad or PC) with adequate memory, speed and storage to run the proprietary software of our parent, WC ("Software") (described below). We highly recommend that you (and any Permitted Representatives) use an iPad, so that you are able to enter orders while you are at a customer's location. Your order entry device must have a high-speed broadband connection and battery charging equipment. We will assist you in determining the appropriate hardware and operating

systems needed to support the Software. (Section 3.4 of the franchise agreement; Paragraph 4(c) of the software license agreement, Attachment 3 to the franchise agreement). The order entry device is not proprietary to us. You may use any type of iPad or PC that will run the Software and any other required software and transmit orders. We estimate that the cost will range from \$1,442 to \$2,178, depending on the type of iPad or PC you purchase.

You must pay for all maintenance of your order entry device at your own expense. As of the date of this disclosure document, we do not require you to sign any hardware maintenance or support contracts with us or any 3rd party suppliers. We and WC do not guarantee, warranty, maintain or support any computer hardware in any manner. You should determine for yourself whether or not any 3rd party supplier from whom you purchase any component of your order entry device is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your order entry device, and determine the additional cost for the services.

Software: You must use the Software (Section 3.4 of the franchise agreement). WC currently charges no fee for use of the Software, but reserves the right, on a minimum of 30 days' written notice to you, to charge you a \$50 to \$100 per month fee for use of the Software, or to reasonably increase any fee it is then charging for use of the Software. To obtain the Software, you must sign WC's software license agreement (Attachment 3 to the franchise agreement). WC owns the Software and all data entered into the Software on all computer servers, on leased software or by any service providers. WC may provide certain maintenance for the Software as we or WC consider appropriate (including the correction of program errors and the distribution of any new releases of or modifications to the Software). There is no additional cost to you for this maintenance (Section 1 of the software license agreement). You must accept and use upgrades and changes to the Software as they become available, and you must upgrade your order entry device at your own expense (or discontinue using components of the computer) if WC releases updates or upgrades to the Software that your existing computer will not run (Section 3.4 of the franchise agreement). There is no contractual limitation on the frequency or cost of the upgrades or changes. We or WC will instruct you on how to obtain upgrades or changes, and the cost of periodic upgrades or changes. You will use the Software in sales reporting, customer order taking, and related activities. We and WC, from time to time and at any time, may access the order entry device and all data and related information in the Software, through the Internet or other means. There is no limitation on our or WC's right to access this information.

To the extent that any software we require you to use contains modules that support any personnel-related functions, such as employee timekeeping, employee scheduling and payroll processing, your use of those modules is non-mandatory. You may use those modules or alternate software to handle personnel-related functions, or you may handle personnel-related functions in any other manner that you choose.

Internet and Intranet

Currently, we maintain www.winzer.com as a corporate web site on the Internet, and we use other websites, digital media, services and means to advertise and promote the franchise system, and Winzer products and services. Your designated customers may use our website to place orders using the Internet.

Confidential Operations Manual

We will lend you a copy of our Confidential Operations Manual which contains both mandatory specifications, standards and procedures and non-mandatory guidelines and recommendations. The Confidential Operations Manual is confidential and remains our property. We may modify the Confidential Operations Manual in our discretion to reflect changes in our system, but the modifications will not alter your status and rights under the franchise agreement. The table of contents for the Confidential Operations Manual is included in this disclosure document as Exhibit F. The Confidential Operations Manual contains 59 pages.

Training

You will receive the following initial training before you open the franchised business:

INITIAL TRAINING

Subject	Hours of Training		Location
	<i>Classroom</i>	On-The-Job	
Order Entry	4 to 6	Optional	At your location remotely, or in Plano, TX
Purchasing	1/2 0.5	Optional	At your location remotely, or in Plano, TX
Marketing	2 to 4 1	Optional	At your location remotely, or in Plano, TX
Periodic Gross Profits/Credit Billing & Collections	1 to 2	Optional	At your location remotely, or in Plano, TX
GSA/Government Sales	1	Optional	At your location remotely, or in Plano, TX
<u>Category Management</u>	<u>1</u>	<u>Optional</u>	<u>At your location remotely, or in Plano, TX</u>
<u>Specials & VSN Overview</u>	<u>1</u>	<u>Optional</u>	<u>At your location remotely, or in Plano, TX</u>
Customer Service	1	Optional	At your location remotely, or in Plano, TX
Franchise Program/ <u>Periodic Gross Profits</u>	1 to 2	--	At your location remotely, or in Plano, TX
<u>Order Entry System Overview</u>	<u>1 to 2</u>	<u>Optional</u>	<u>At your location remotely, or in Plano, TX</u>

Subject	Hours of Training		Location
	Classroom	On-The-Job	
Totals	10½ 12.5 to 16½ 17.5		

Our instructors as of the date of this disclosure document included:

Instructor	Years of Experience with us & our Predecessor <u>Us</u> (Including Experience with <u>WC Before October 2012</u>)	Years of Experience with Subject Matter
Rick Beter	15 16	28 29
Kellee Rogillio	21 22	20 21
Amanda Patrick	4 5	4 5
Tina Serpico	20 21	20 21
Leisha Tippens	24 25	24 25
Tami Erickson	9 10	34 35
Jason Looft	12 13	28 29
Jason Anderson	1 2	20 21
Zach Hoffmann Lydia Nunez	2 38	5 39
Ben Koenigsberg	.5	2.5
Lydia Nunez Cody Patterson	37 6 months	38 8
Jessica Vice	1 2	1 5
Mike Ritchie	9 months	1 6

The materials used in the initial training include our Confidential Operations Manual, an iPad and/or PC, our catalogs, our reports and credit policy guidelines, user guides, and other handouts.

We currently conduct the initial training at your location remotely, or at our headquarters and warehouse in Plano, Texas. The hours devoted to each subject may vary based on how quickly trainees grasp the material, their prior experience with the subject, and scheduling.

We generally provide the initial training promptly after you sign your franchise agreement, and we schedule the initial training as often as needed. You and your Permitted Representatives must attend and successfully complete the initial training to our satisfaction. The franchise agreement defines “Permitted Representatives” to be persons, other than you, involved in sales or customer contacts for the franchised business, whether as employees or as independent contractors. No other persons associated with you may or must complete the initial training. You must successfully complete the initial training to our satisfaction promptly after signing the franchise agreement (generally within 4 weeks) and must begin operating the franchised business promptly after successfully completing the initial training to our satisfaction (generally within 4 weeks). You may begin operating the franchised business immediately after successfully completing the initial training to our satisfaction. The initial training includes 1½ to 2 days of classroom training on operational matters, product information, marketing techniques, basic computer operations, and other topics we select. We pay your reasonable travel, lodging and food expenses related to attending the initial training, but you must pay any other incidental expenses of attending the initial training, and the travel, lodging and food costs for your Permitted Representatives to attend the training (see Item 7). If you request, we will provide you a training program of 1 to 3 days’ duration at your location within the 1st 3 months after you begin operations, at our cost. If you request further additional assistance from us, we currently do not charge for the assistance, but we have the right to charge you a daily fee and seek reimbursement from you for our expenses.

We may periodically provide additional training virtually and at in-person meetings. You may choose whether or not to attend in-person meetings at your expense. We do not currently charge for this training, but we have the right to charge reasonable fees for the training. It is your responsibility to utilize all training resources to adapt to any system and/or software changes. You may be required to read published documents resulting from training sessions or meetings.

Site Selection

We do not select or approve your site, nor are we obligated to assist you in selecting a site. Most franchisees operate from their home. Your license to use the Marks does not become effective, and you may not open and operate the franchised business until we notify you that you have paid the franchise fee, you and we have executed the franchise agreement and you have satisfied all of the pre-opening conditions in the franchise agreement.

Typical Length Of Time ~~Between Signing Agreement And~~ Before Opening ~~The Franchised Business.~~

The typical length of time between the signing of the franchise agreement or the 1st payment of any consideration for the franchised business and the opening the franchised business ranges from immediately to about 1 week. Factors affecting this length of time usually include whether you hire personnel, or whether you operate as a sole proprietorship or form a business entity.

Item 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from our affiliates, or from other channels of distribution or competitive brands that we control. You may not offer or sell products through the Internet,

catalog sales, telemarketing or other alternate channels of distribution. However, you may offer, solicit, advertise and sell products anywhere, so long as you offer, solicit, advertise and sell only in accordance with our standards and specifications, including any restrictions on ~~type~~ the types of advertising that you may conduct, and you do not offer, solicit, advertise or sell by any means to other franchisees' Protected Customers (defined below).

Licensed Market

The Licensed Market is not geographical in nature, but is client-centered. The Licensed Market includes any person who is a consumer but not a Wholesaler of Approved Winzer Products or Franchisee Products in the Automotive, Chemical or Industrial Markets. The Automotive Market includes value-added, ~~direct sales to customers who are automotive dealerships, body shops, repair shops and service centers, as well as truck, fleet and other wheeled transportation dealerships and maintenance shops.~~ The, and as well as automotive, truck, fleet and other wheeled transportation maintenance, repair and operating supplies operations. The Chemical Market includes value-added direct sales to customers who are users of bulk, liquid and aerosol chemicals for maintenance, production and repair operations. The Industrial Market includes value-added direct sales to customers who are road and structural repair and maintenance shops, plant manufacturing and production operations, and water treatment, construction, mining, farming, refining, building, facilities and equipment operations. When you sign a franchise agreement, we will designate the type or types of Licensed Market(s) (Automotive, Chemical and/or Industrial) in which you may acquire Protected Customers.

Protected Customers

A Protected Customer is: 1) a pre-existing customer of yours listed on Attachment 1 to the franchise agreement, who is not a Protected Customer of another WINZER franchisee; 2) a new customer obtained by you after the franchise agreement is executed, if the customer is not then a pre-existing customer of us or a Protected Customer of another WINZER franchisee; or 3) any other customer that we, in our sole discretion, may designate.

We will not grant another franchisee the right to sell Approved Winzer Products to your Protected Customers within your designated type of Licensed Market, and we will not sell Authorized Winzer Products to your Protected Customers within your designated type of Licensed Market, except as described below:

A Protected Customer is protected only to the extent the customer and/or its purchases fall within your designated type or types of Licensed Market(s).

A Protected Customer with multiple locations (including a National Account) will be considered a Protected Customer only as to its delivery location, and will not be considered a Protected Customer as to its other locations. The customers who are eligible to purchase under our GSA Program are considered National Accounts, and we may sell directly to those customers.

If any Protected Customer is a National Account and we have reason to believe that the customer may be at risk of ceasing to do business with you or with us, or if you do not agree to honor pricing, service or other terms that we negotiated with the National Account, we may sell Approved Winzer Products to the National Account, or assign the National Account to another franchisee, and the customer will no longer be designated as your Protected Customer.

If you do not make at least 1 sale of Approved Winzer Products to a Protected Customer within any 6-month period, we, in our sole discretion, may designate that customer as no longer your Protected Customer, and may directly sell to that customer or designate that customer as a Protected Customer of another franchisee. However, this will not cause the loss of Protected Customer designation for a seasonal customer (e.g., a snowmobile repair shop), if you have advised us in advance, and we, in our sole discretion, have agreed in advance that the customer qualifies as a seasonal customer, and if you have made at least 1 sale of Approved Winzer Products to the customer within the last 9 months.

Our Reserved Rights

We and our affiliates may operate businesses that distribute Approved Winzer Products, and products that are similar to or the same as Approved Winzer Products, under the same or different trademarks, subject to the Protected Customer limitations discussed above. Currently, WC, our immediate parent and an affiliate, owns a distributor with multiple branch locations that sell retail fasteners that are similar to or the same as Approved Winzer Products, under the FastServ Supply® trademark. WC's principal business address is the same as ours. We do not maintain offices and training facilities that are separate from WC's offices and training facilities. We and WC work together to resolve any disputes between our franchisees and WC about Protected Customers.

We and our affiliates may operate businesses that distribute products that are similar to or the same as the Approved Winzer Products directly to National Accounts, or to Wholesalers or end-users that are your Protected Customers, not within the Licensed Market, or not under the GSA Contract.

We and our affiliates may distribute products other than Approved Winzer Products under the same or different trademarks through alternate channels of distribution, including the Internet, to consumers, including your Protected Customers. We are not required to compensate you if we do so.

If we or our affiliates identify existing fastener, chemical, industrial, automotive or maintenance supply businesses in which the principal owners do not wish to become WINZER franchisees, we or our affiliates may acquire and operate these businesses. We may resell these businesses as WINZER franchises. Any acquisitions of this kind will not affect your rights to your Protected Customers.

We may license the use of alternative proprietary marks or methods.

Neither we nor our affiliates have plans to franchise businesses operating under different trademarks that sell products that are similar to or the same as Approved Winzer Products.

Performance Requirements

If you are a legal entity, you must designate an individual who is acceptable to us as an operating principal of the franchised business. You (or any operating principal) must keep regular business hours and must devote a substantial amount of personal attention and continuous best efforts to developing, managing and operating the franchised business. In order to remain a WINZER franchisee, you (or any operating principal) must meet and maintain a minimum level of sales of Approved Winzer Products that we call the Required Monthly Averages, beginning the

1st full month after you sign the franchise agreement. The Required Monthly Averages are a contractually required minimum amount of sales based on the Rolling Monthly Average, as stated on Attachment 1 to the franchise agreement. Your Rolling Monthly Average is based on your Annual Gross Sales. These required averages are negotiated between you and us at the time you sign the franchise agreement. A sale is considered to be made to a customer when you place an order for Approved Winzer Products to be shipped to a designated purchasing location of that customer.

Relocation; Other Rights

You may relocate the franchised business only with our consent, which we may grant or deny in our sole discretion.

You do not have any options, rights of first refusal or other rights to acquire additional franchises under the franchise agreement.

Our Rights

~~We may operate businesses that sell Approved Winzer Products. If we identify existing fastener, chemical, industrial, automotive or maintenance supply businesses in which the principal owners do not wish to become franchisees, we may acquire and operate these businesses. We may resell these businesses as franchises. Any acquisitions of this kind will not affect your rights to your Protected Customers.~~

~~We may sell products that are similar to or the same as the Approved Winzer Products directly to National Accounts; or to any Wholesalers or end-users that are not Protected Customers, not within the Licensed Market, or not under the GSA Contract.~~

~~We may distribute products other than Approved Winzer Products under the same or different trademarks through alternate channels of distribution, including the Internet, to consumers, including your Protected Customers. We are not required to compensate you if we do so.~~

~~We may license the use of alternative proprietary marks or methods.~~

~~Neither we nor our affiliates operate, franchise, or have plans to operate or franchise businesses operating under different trademarks that sell products similar to Approved Winzer Products.~~

Item 13

TRADEMARKS

Our parent, WC, has registered the following Marks on the Principal Register of the U.S. Patent and Trademark Office (“USPTO”):

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
	1,387,833	March 25, 1986
SERVICE THAT WORKS	1,583,871	February 20, 1990
	2,156,329	May 12, 1998
	2,375,298	August 8, 2000
	2,991,158	September 6, 2005
SHOP PRO	5,128,865	January 24, 2017
	5,129,129	January 24, 2017
	6,400,543	June 29, 2021

WC has filed all required affidavits and renewals for the Marks and intends to file all other required affidavits and renewals for the Marks. WC has granted us a license to use and sublicense the use of the Marks. The term of the license is for 10 years with automatic 10-year renewals; however, the license agreement may be terminated for cause if we breach any of our duties or obligations under the license agreement and fail to cure the breach within the permitted cure period. According to the terms of the license agreement, if the license is terminated due to our default, you will continue to be able to use the Marks under the terms of your franchise agreement.

There are no currently effective material determinations of the USPTO, any Trademark Trial and Appeal Board, any state trademark administrator or any court, nor are there any pending interference, infringement, opposition or cancellation proceedings or material litigation, involving any of the trademarks in any manner that is material to the franchised business. There are no decided infringement, cancellation or opposition proceedings in which we unsuccessfully fought to prevent registration of another trademark to protect the trademark.

There are no currently effective agreements that significantly limit our right to use or license the use of the Marks in any manner that is material to the franchised business.

We license the Marks to you to identify the franchised business. You must follow our requirements when you use the Marks. You may not use the Marks or any confusingly similar

word or mark as part of the name of a legal entity, a web site address, e-mail address, domain name, or in any search engine, or with any prefix, suffix or other modifying word, term, design or symbol.

If we decide to modify or discontinue the use of any Mark, you must comply with our directions at your expense. You will have no rights of compensation because of any modification or discontinuation of any Mark.

We are not aware of any superior prior rights in the Marks or infringing uses of the Marks that could materially affect your use, either in this state or the state where the franchised business is located.

Claims and Infringements

We will control any administrative proceedings or litigation involving the trademarks. You must notify us immediately of any claims or infringements against the Marks, and you must cooperate with us without compensation in any legal proceedings involving the Marks. We are not required to take any action when notified of these claims or infringements. We have the sole right to determine whether to begin or defend any litigation involving the Marks and will, at our expense, control and conduct any litigation involving the Marks. We have no obligation to protect your right to use the Marks other than if you are named as a defendant in any action solely because the plaintiff alleges that you do not have the right to use the Marks. If you immediately notify us of such action, we will defend the action and indemnify you for all damages in connection with the action.

If any claims or infringements arise, we may require you to modify or discontinue use of the subject Marks, and you will have no rights arising from such modified or discontinued use.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We have no patents or pending patent applications that are material to the franchise.

Copyrights

We and WC have not registered any copyrights with the United States Copyright Office (Library of Congress), but various marketing, sales, training, management and computer software materials that we or WC have created are protected under the U.S. Copyright Act, whether or not we or WC have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, for the sole purpose of promoting the franchised business.

There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials relevant to your use.

There are no agreements currently in effect which significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise.

You must modify or discontinue use of any subject matter covered by a copyright if directed by us.

We do not know of any superior rights in or any infringing uses of our copyrighted materials which could materially affect your use of the copyrighted materials.

Claims and Infringements

We will control any administrative proceedings or litigation involving any of our patents, patent applications or copyrights. You must notify us immediately of any claims or infringements against the patents or copyrights, and you must cooperate with us without compensation in any legal proceedings involving the patents, patent applications or copyrights. We are not required to take any action when notified of these claims or infringements. We have the sole right to determine whether to begin or defend any litigation involving the patents, patent applications or copyrights, and will, at our expense, control and conduct any litigation involving the patents, patent applications or copyrights. We have no obligation to protect your right to use the patents or copyrights other than if you are named as a defendant in any action solely because the plaintiff alleges that you do not have the right to use the patents or copyrights. If you immediately notify us of such action, we will defend the action and indemnify you for all damages in connection with the action.

If any claims or infringements arise, we may require you to modify or discontinue use of the subject patents or copyrights, and you will have no rights arising from such modified or discontinued use.

Proprietary Information

We have a proprietary, copyrighted Confidential Operations Manual. All documents provided to you, including the Confidential Operations Manual, are for your exclusive use during the term of the franchise, and may not be reproduced, loaned or shown to any person outside our system. You must notify us promptly if you learn about any unauthorized use of any proprietary information in the Confidential Operations Manual. We are not obligated to take any action, but may respond as we consider appropriate.

You must have each employee or independent contractor sign a Permitted Representative Confidentiality Agreement before you grant him or her access to our Confidential Operations Manual or any other proprietary and confidential information, in which he or she agrees to the confidentiality of the System, agrees not to use any information about the System for his or her own benefit without an appropriate license, and agrees not to compete in certain respects with the franchised business and other franchisees' businesses (see Exhibit H in this disclosure document).

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must personally operate or supervise the franchised business. If you are a legal entity, you must designate an operating principal who is acceptable to us to personally operate or supervise the franchised business. The operating principal, if any, may but is not required to have an equity interest in the franchised business. You (or any operating principal) must attend and successfully complete initial training to our satisfaction, unless you are a former WINZER sales

representative. While you (or any operating principal) operate the franchised business, you may not own, operate or be involved in any business that is in competition with us, including any business that sells products which are similar to products that are offered or could be offered by us.

Each person other than yourself involved in sales or customer contact in the franchised business, whether as an employee or as an independent contractor, must be a Permitted Representative, and must sign the Permitted Representative Confidentiality Agreement (Exhibit H in this disclosure document). You may not hire or engage a Permitted Representative if his or her involvement in the franchised business, in our reasonable judgment, would be a violation of any court order, settlement agreement, non-competition covenant or similar document. If a Permitted Representative was previously subject to a nondisclosure or non-competition agreement, we may require the Permitted Representative to sign a Permitted Representative Indemnity Agreement (see Exhibit I in this disclosure document). If the Permitted Representative refuses, we will not permit you to engage that person. You must notify each Permitted Representative on hiring or engagement that we have a franchise program. You must require and cause each Permitted Representative to comply with each term of the franchise agreement that explicitly relates to Permitted Representatives, and with each other term of the franchise agreement, and each operating procedure we establish in writing in the Confidential Operations Manual or otherwise, relating to sales, order placement, reporting, trademark use, non-disclosure and other activities involving the Permitted Representative's participation. Any violation by a Permitted Representative will be considered a violation by you.

We do not require any spouse who is not an owner of the franchised business or a Permitted Representative to sign any personal guaranty, or any confidentiality or non-competition agreement.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell Approved Winzer Products that are manufactured or distributed by us. Currently, you have access to our Approved Winzer Products list through the Software (the proprietary software of our parent, WC), on your order entry device (iPad or PC) and on our website.

If you wish to sell any product that is not on our Approved Winzer Products list (known as Franchisee Products), you must request our approval, follow our procedures, and pay a Service Fee to us on the sales of Franchisee Products. Your Retail Sales of Franchisee Products may not continuously exceed ten percent (10%) of your Retail Sales of Approved Winzer Products. Winzer reserves the right to modify this threshold percentage as needed on a minimum of 30 days' written notice to you. You may not sell any products that are Approved Winzer Products as Franchisee Products.

We may change the Approved Winzer Products that you sell, but we will consult with groups of franchisees before making any major changes in our Approved Winzer Products line. There are no other limits on our right to make changes in the authorized products you may sell.

You may sell to any customer, located anywhere, who is not a Protected Customer of another WINZER franchisee, but if you wish to sell under the GSA Contract, you must follow our GSA/DLA/Federal Government Business Policy. Your customers are consumers, not Wholesalers,

of Approved Winzer Products and Franchisee Products. You may not sell to a Wholesaler unless you follow the procedures that are designed to prevent a Wholesaler from reselling Approved Winzer Products to a Protected Customer of another WINZER franchisee. You may not enter into an agreement or other arrangement to offer and sell products that are similar to Approved Winzer Products for any other company or entity while you are operating the franchised business.

Item 17

**RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP**

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise Agreement	Summary
(a) Length of the franchise term	2.1	5 years.
(b) Renewal or extension of the term	2.2	If you are in good standing, you may renew for an additional 5 years. You must renew on the then-current form of the franchise agreement.
(c) Requirements for you to renew or extend	2.2	Substantially comply with franchise agreement; notify us of intent to renew at least 90 days before the expiration date of franchise agreement; pay all money owed to us, our affiliates, suppliers; sign our then-current form of franchise agreement; execute a general release. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement.
(d) Termination by you	13.1	You may exercise your early voluntary termination rights only during the 1 st 6 months of your franchise. If you are a renewing franchisee or you entered into a franchise agreement in connection with the sale to us of your pre-existing business, you do not have any right to terminate before the end of the term (subject to state law).
(e) Termination by us without cause	Not applicable	We cannot terminate your franchise unless you default.

Provision	Section in Franchise Agreement	Summary
(f) Termination by us with cause	13.3 and 13.4	We may terminate your franchise if you: are insolvent or make an assignment for the benefit of creditors or if a proceeding is instituted against you in bankruptcy law; are convicted or plead guilty to a felony or a crime involving moral turpitude or any other crime that we believe may have an adverse impact on us, the System, the Marks, or the franchised business; submit false order forms; endorse a check made out to us; you or your heirs attempt to assign the franchise without our consent or your heirs fail to assign within 90 days after your death; misrepresent sales volumes; disclose any confidential information; misuse the System or the Marks; are involved in any act that impairs the goodwill associated with us, the System, the Marks or the franchised business; abandon the franchised business; violate any material term of the franchise agreement; fail to maintain your Required Monthly Averages; fail to make a payment to us; refuse to let us audit your records (including the records of your Permitted Representatives); become involved in any act which is a detriment to the System; fail to pay 3 rd parties; fail to devote personal attention and continuous best efforts to the franchised business; fail to generate positive Periodic Gross Profits resulting in negative remuneration for 3 or more Billing Periods during any rolling 6-month period; are repeatedly in default.
(g) "Cause" defined – curable defaults	13.4	Subject to local law, you have 10 days to cure if you fail to make a payment to us, and you have 30 days to cure if you: violate a material term of the franchise agreement; fail to maintain your Required Monthly Averages; refuse to let us audit your records (including the records of your Permitted Representatives); become involved in any act which is a detriment to the System; fail to pay 3 rd parties; fail to devote personal attention and continuous best efforts to the franchised business; are repeatedly in default.
(h) "Cause" defined – non-curable defaults	13.3	We may terminate your franchise on written notice if you: are insolvent or make an assignment for the benefit of creditors, or if a proceeding is instituted against you in bankruptcy law; are convicted or plead guilty to a felony or a crime involving moral turpitude or any other crime that we believe may have an adverse impact on us, the System, the Marks or the franchised business; submit false order forms; endorse a check made out to us; attempt to assign the franchise without our consent or your heirs fail to transfer after your death; misrepresent sales volumes; disclose any confidential information; misuse the System or the Marks; are involved in conduct that materially impairs the goodwill associated with us, the System, the Marks or the franchised business; or abandon the franchised business.
(i) Your obligations on termination/non-renewal	13.7	Pay all amounts owed to us; stop using the Marks and the System; return Confidential Operations Manual and all materials belonging to us, honor all obligations that by their nature survive termination, expiration or non-renewal of the License.

Provision	Section in Franchise Agreement	Summary
(j) Assignment of agreement by us	12.5	No restriction on our right to sell our assets or stock, go public, merge, acquire or be acquired.
(k) "Transfer" by you – definition	12.1	Includes transfer of any interest in the franchise agreement, the franchise, any capital or common stock in the franchisee, or all or substantially all of the assets of the franchised business.
(l) Our approval of transfer by franchisee	12.1 and 12.2	You must obtain our prior written consent for all transfers, but we will not unreasonably withhold our consent.
(m) Conditions for our approval of transfer	12.2	You must not be in default of the franchise agreement; execute a general release; transferee must exhibit ability to operate the franchised business; transferee must have adequate credit rating; transferee must have adequate financial resources; transferee cannot compete with us; transferee must sign then-current form of franchise agreement and complete our initial training; you and transferee must sign all documentation we require, and we must be satisfied with the transfer documentation.
(n) Our right of 1st refusal to acquire your business	Not applicable	Not applicable
(o) Our option to purchase your business	Not applicable	Not applicable
(p) Your death or disability	12.6	You must name a person (your "designee") who will be responsible for actively directing your affairs regarding the franchised business in the event of your death, disability or other verifiable health condition that significantly impairs your ability to operate the franchised business. Your heirs may keep or transfer business under the terms of Section 12 within 90 days from the date of your death or disability if they are not in default of the franchise agreement, sign general releases, exhibit the ability to operate the franchised business, have an adequate credit rating, have adequate financial resources, don't compete with us, complete required training, and enter into adequate assignment agreement and related documents. We must be satisfied with transfer documentation. If you fail to name a designee and your heirs fail to continue operating the franchised business or complete a transfer within 90 days from the date of your death or disability, we may terminate the franchise.
(q) Non-competition and non-disclosure covenants during the term of the franchise	10.1 - 10.3	You may not offer or sell products that are similar to Approved Winzer Products through another company during the term of the License. You may not disclose any of our confidential information during or after the term of the License. Your Permitted Representatives must sign confidentiality agreements, subject to state law (see Exhibit H in this disclosure document).
(r) Non-disclosure covenants after the franchise is terminated or expires	10.3	You may not use, or allow the use of, or communicate to others our confidential information for 1 year after termination, expiration or non-renewal of the License (subject to state law).
(s) Modification of the agreement	15.4	No modification is effective unless made in writing and signed by both you and us.

Provision	Section in Franchise Agreement	Summary
(t) Integration/merger clause	15.4	Only the terms of the franchise agreement, including its attachments, are binding (subject to state law). Any representations or promises outside of this disclosure document and the franchise agreement may not be enforceable.
(u) Dispute resolution by arbitration or mediation	14	All disputes must be arbitrated in Collin County, Texas, other than any dispute involving the Marks, or your breach of confidentiality, or if we exercise our right to terminate due to your default under Section 13.3 of the franchise agreement, or if you fail to comply with post-term obligations, or if the dispute involves an asset purchase agreement entered into when you acquired your License in connection with a sale to us of some or all of your existing business. (subject to state law).
(v) Choice of forum	14.10	All disputes must be resolved in Collin County, Texas, but actions to enforce decision of arbitrator may be brought in any court of competent jurisdiction. See state specific addenda. (subject to applicable state law).
(w) Choice of law	15.3	Texas law applies, except to the extent that (1) the Lanham Act or the Federal Arbitration Act governs, or (2) the Uniform Commercial Code of the state of your principal place of business controls the creation and enforcement of liens, or (3) any local law applies (see state specific addenda). (subject to applicable state law).

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 this disclosure document. Financial performance information that differs from any included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet that you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Paul Seibert, 4060 E. Plano

Parkway, Plano, Texas 75074-1800 at 214-341-2122, the Federal Trade Commission and any appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION
PUBLIC FIGURES

TABLE NO. 1

Systemwide Outlet Summary for Fiscal Years Ended July 31, 2022, 2023 and 2024

Systemwide Outlet Summary for Fiscal Years Ended July 31, 2021, 2022, and 2023				
Outlet Type	Year	Outlets At Start Of Year	Outlets At End Of Year	Net Change
Franchised	2021	286	301	15
<u>Franchised</u>	2022	301	299	-2
	2023	299	275	-24
Company-Owned	2021 <u>2024</u>	11 <u>275</u>	11 <u>267</u>	0 <u>8</u>
<u>Company-Owned</u>	2022	11	11	0
	2023	11	10	-1
Total	2021 <u>2024</u>	297 <u>10</u>	312 <u>7</u>	15 <u>3</u>
<u>Total</u>	2022	312	310	-2
	2023	310	285	-25
	<u>2024</u>	<u>285</u>	<u>274</u>	<u>-11</u>

TABLE NO. 2

Transfers of Outlets From Franchisees to New Owners (Other than Franchisor or an Affiliate) For Fiscal Years Ended July 31, ~~2021, 2022 and~~ 2023 and 2024

State	Year	Number of Transfers
All States	2021	0
<u>All States</u>	2022	0
	2023	0
Total	2021 <u>2024</u>	0

<u>Total</u>	2022	0
	2023	0
	<u>2024</u>	<u>0</u>

TABLE NO. 3

**Status of Franchised Outlets
For Fiscal Years Ended July 31, ~~2021, 2022 and~~ 2023 and 2024**

State	Year	Outlets At Start Of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Cease Operations for Other Reasons	Outlets At End Of Year
AL	2021 <u>2022</u>	4						4
	2022 <u>2023</u>	4						4
	2023 <u>2024</u>	4						4
AR	2021 <u>2022</u>	2						2
	2022 <u>2023</u>	2						2
	2023 <u>2024</u>	2						2
AZ	2021 <u>2022</u>	4 <u>9</u>	4				<u>1</u>	8
	2022 <u>2023</u>	8					<u>1</u>	8 <u>7</u>
	2023 <u>2024</u>	8 <u>7</u>	<u>1</u>	†			<u>1</u>	7
CA	2021	45	4	-	-	-	5	44
CA	2022	44 <u>42</u>	2	†	2		4	39 <u>38</u>
	2023	39 <u>38</u>	<u>1</u>					39
CO	2021 <u>2024</u>	3 <u>39</u>	2				<u>2</u>	5 <u>37</u>
CO	2022	5		1			1	3
	2023	3						3
CT	2021 <u>2024</u>	4 <u>3</u>						4 <u>3</u>
CT	2022	4						4
	2023	4						4
DE	2021 <u>2024</u>	0 <u>4</u>					<u>1</u>	0 <u>3</u>
DE	2022	0	1					1
	2023	1						1
FL	2021 <u>2024</u>	2 <u>1</u>	5				†	2 <u>5</u>
FL	2022	25	4		3			26
	2023	26	1	2	1		2	22
GA	2021 <u>2024</u>	1 <u>22</u>	1 <u>6</u>	<u>1</u>			<u>1</u>	1 <u>25</u>

<u>GA</u>	2022	4 <u>13</u>						4 <u>13</u>
	2023	4 <u>13</u>						4 <u>13</u>
HH	2021 <u>2024</u>	1 <u>13</u>	<u>2</u>	<u>1</u>			<u>1</u>	1 <u>13</u>
<u>HI</u>	2022	1						1
	2023	1						1
IA	2021 <u>2024</u>	1					1	0 <u>1</u>
<u>IA</u>	2022	0						0
	2023	0						0
ID	2021 <u>2024</u>	1 <u>0</u>						1 <u>0</u>
<u>ID</u>	2022	1						1
	2023	1	1	1				1
IL	2021 <u>2024</u>	13 <u>1</u>	1				2	12 <u>1</u>
<u>IL</u>	2022	12	1	1				12
	2023	12		1				11
IN	2021 <u>2024</u>	5 <u>11</u>						4 <u>11</u>
<u>IN</u>	2022	4	1					5
	2023	5						5
KS	2021 <u>2024</u>	4 <u>5</u>	1	<u>1</u>	<u>1</u>			2 <u>4</u>
<u>KS</u>	2022	2 <u>3</u>						2 <u>3</u>
	2023	2 <u>3</u>						2 <u>3</u>
KY	2021 <u>2024</u>	2 <u>3</u>						2 <u>3</u>
<u>KY</u>	2022	2						2
	2023	2		1	1			0
LA	2021 <u>2024</u>	2 <u>0</u>						2 <u>0</u>
<u>LA</u>	2022	2						2
	2023	2						2
MA	2021 <u>2024</u>	7 <u>2</u>						7 <u>2</u>
<u>MA</u>	2022	7 <u>8</u>						7 <u>8</u>
	2023	7 <u>8</u>						7 <u>8</u>
MD	2021 <u>2024</u>	2 <u>8</u>	1					3 <u>9</u>
<u>MD</u>	2022	3						3
	2023	3						3
ME	2021 <u>2024</u>	1 <u>3</u>						1 <u>3</u>
<u>ME</u>	2022	1						1
	2023	1						1
MI	2021 <u>2024</u>	5 <u>1</u>						5 <u>1</u>
<u>MI</u>	2022	5	1					6
	2023	6	1	1			1	5

MN	2021 2024	65		+				5
<u>MN</u>	2022	5						5
	2023	5						5
MO	2021 2024	45		+				5
<u>MO</u>	2022	54	1					65
	2023	65		1			1	43
MS	2021 2024	23						23
<u>MS</u>	2022	2	1					3
	2023	3		1				2
NC	2021 2024	152		+			+	152
<u>NC</u>	2022	15	1				1	15
	2023	15	2	1			2	14
ND	2021 2024	0 14					3	0 11
<u>ND</u>	2022	0						0
	2023	0						0
NE	2021 2024	20						20
<u>NE</u>	2022	2						2
	2023	2						2
NH	2021 2024	2	1					23
<u>NH</u>	2022	21						21
	2023	21						21
NJ	2021 2024	71					21	50
<u>NJ</u>	2022	5	1					6
	2023	6		1				5
NM	2021 2024	15			1			14
<u>NM</u>	2022	1						1
	2023	1						1
NV	2021 2024	41	1					42
<u>NV</u>	2022	45						45
	2023	45					1	34
NY	2021 2024	154		+			+	154
<u>NY</u>	2022	15					1	14
	2023	14						14
OH	2021 2024	9 14	1		2		1	10 12
<u>OH</u>	2022	10					1	9
	2023	9						9
OK	2021 2024	69		2			1	8
<u>OK</u>	2022	8	2				1	9

	2023	9		1			1	7
OR	2021 <u>2024</u>	27	<u>1</u>	<u>1</u>			<u>1</u>	26
<u>OR</u>	2022	2						2
	2023	2						2
PA	2021 <u>2024</u>	142	<u>2</u>				<u>1</u>	152
<u>PA</u>	2022	15	2					17
	2023	17		1				16
SC	2021 <u>2024</u>	416	1				<u>1</u>	417
<u>SC</u>	2022	<u>45</u>		1				<u>34</u>
	2023	<u>34</u>						<u>34</u>
TN	2021 <u>2024</u>	4	<u>1</u>					54
<u>SD</u>	2022	<u>51</u>	<u>1</u>	<u>2</u>				<u>41</u>
	2023	<u>41</u>						<u>41</u>
TX	2021 <u>2024</u>	361	<u>91</u>	<u>2</u>	<u>1</u>		<u>31</u>	391
<u>TN</u>	<u>2022</u>	<u>5</u>	<u>1</u>	<u>2</u>	=	=	=	<u>4</u>
	<u>2023</u>	<u>4</u>	=	=	=	=	=	<u>4</u>
	<u>2024</u>	<u>4</u>	=	<u>1</u>	=	=	=	<u>3</u>
<u>TX</u>	2022	39 <u>38</u>	5	3			1	40 <u>39</u>
	2023	40 <u>39</u>		3			3	34 <u>33</u>
UT	2021 <u>2024</u>	233	2	<u>3</u>	<u>3</u>			429
<u>UT</u>	2022	4		1				3
	2023	3					<u>1</u>	<u>32</u>
VA	2021 <u>2024</u>	62	<u>1</u>					63
<u>VA</u>	2022	6			1		1	4
	2023	4						4
VT	2021 <u>2024</u>	14	<u>1</u>					15
<u>VT</u>	2022	1						1
	2023	1						1
WA	2021 <u>2024</u>	31					<u>1</u>	30
<u>WA</u>	2022	3	2	1				4
	2023	4						4
WI	2021 <u>2024</u>	24	<u>2</u>				<u>1</u>	16
<u>WI</u>	2022	1						1
	2023	1						1
PR	2021 <u>2024</u>	1						1

<u>PR</u>	2022	1						1
	2023	1						1
Total	2021 2024	286 <u>1</u>	40	4	1	0	20	301 <u>1</u>
<u>Total</u>	2022	301	26	11 <u>10</u>	6	0	11 <u>12</u>	299
	2023	299	5 <u>6</u>	16 <u>15</u>	2	0	11 <u>13</u>	275
	2024	<u>275</u>	<u>23</u>	<u>9</u>	<u>6</u>	<u>0</u>	<u>16</u>	<u>267</u>

Note: ~~2023~~2024 Details for Terminations, Non-Renewals, Reacquired by Franchisor, and Ceased Operations for Other Reasons can be found in Exhibit B.

TABLE NO. 4

**Status of Company-Owned Outlets
For Fiscal Years Ended July 31, ~~2021~~, 2022 ~~and~~, 2023 and 2024**

State	Year	Outlets At Start Of Year	Outlets Opened	Outlets Re-Acquired From Franchisees	Outlets Closed	Outlets Sold To Franchisees	Outlets At End Of Year
NM	2021	1	0	0	0	0	1
<u>NM</u>	2022	1	0	0	0	0	1
	2023	1	0	0	1	0	0
NV	2021 2024	20	0	0	0	0	20
<u>NV</u>	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
TX*	2021 2024	82	0	0	0 <u>2</u>	0	80
<u>TX*</u>	2022	8	0	0	0	0	8
	2023	8	0	0	0	0	8
Total	2021 2024	118	0	0	0 <u>1</u>	0	117
<u>Total</u>	2022	11	0	0	0	0	11
	2023	11	0	0	1	0	10
	2024	<u>10</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>7</u>

We have been in the fastener, chemical, industrial, automotive and maintenance supply business since March 2012. Our parent, WC, has been in the fastener and maintenance supply business since 1977, and granted franchises from 1991 to February 2012. We occasionally acquire existing businesses whose principal does not wish to operate a franchise. We operate the businesses under the same general terms and conditions as a franchised business, and may operate the businesses under trade names that generally incorporate the WINZER trade name into the business name. We may offer these businesses for resale as franchised businesses in the future.

*WC owns all of the outlets in Table 4 above. The 87 outlets in Texas have all been re-branded under the FastServ Supply trade name. ~~The 2 outlets in Nevada generally operate under the WINZER trade name, but sometimes operate under the A-1 Chemical trade name.~~

TABLE NO. 5

Projected Openings as of July 31, ~~2023~~2024

State	Franchise Agreements Signed But Outlet Not Opened as of July 31, 2023 <u>2024</u>	Projected New Franchised Outlets in Fiscal Year Ended July 31, 2024 <u>2025</u>	Projected New Company-Owned Outlets in Fiscal Year Ended July 31, 2024 <u>2025</u>
All States	0	0	0
Total	0	0	0

All numbers in the Tables 1-5 above are as of July 31, ~~2021, 2022 and~~, 2023 and 2024, our fiscal year ends.

Exhibit A is includes a list of the names of the franchisee names (if applicable), outlet business addresses and telephone numbers of our franchisees, and also includes a list of company-owned outlets, as of July 31, ~~2023~~2024.

Exhibit B is a list of the names, cities and states, and current business telephone numbers (or if unknown, last known home telephone numbers) of our franchisees whose franchises, in our fiscal year ended July 31, ~~2023~~2024, were transferred (0), terminated (~~169~~), not renewed (~~26~~), or reacquired by us (0), or who ceased operations for other reasons (~~116~~). No franchisees failed to communicate 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.

There are no trademark-specific franchisee organizations associated with the franchise system.

No current or former franchisees have signed confidentiality clauses with during our ~~predecessor or us during the~~ last 3 fiscal years which would restrict them from speaking openly with you about their experience with ~~our predecessor or us.~~

Item 21

FINANCIAL STATEMENTS

Exhibit D includes a copy of GradeEight's guarantee of our performance under the franchise agreement.

Exhibit E includes GradeEight's consolidated audited financial statements for the fiscal years ended July 31, ~~2021, 2022 and~~, 2023 and 2024. Also included in Exhibit E are GradeEight's unaudited financial statements as of August 31, ~~2023~~2024.

Item 22

CONTRACTS

Exhibit C includes our franchise agreement, with state riders and these attachments:

- 1 Licensed Market, Protected Customers, Operating Principal, Required Monthly Averages, Initial Franchise Fee, and Designee
- 2 Cancellation Agreement
- 3 Software License Agreement
- 4 Addendum for Transactions with Government Entities

Exhibit H includes the form of Permitted Representative Confidentiality Agreement.

Exhibit I includes the form of Permitted Representative Indemnity Agreement.

Exhibit J includes the form of Confidentiality Agreement for prospective franchisees involved in an asset purchase transaction.

Exhibit K includes a sample General Release.

Exhibit L includes a Franchisee Disclosure Acknowledgment Statement.

Item 23

RECEIPTS

Exhibit N includes detachable Receipts acknowledging your receipt of this disclosure document.

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN CALIFORNIA

1. Item 3 is modified to add the following paragraph:

No person named in Item 2 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, 15 U.S.C.A. 78a et seq., suspending or expelling that person from membership in such association or exchange.

2. Item 17 is amended to add:

The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

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 contains a covenant not to compete that extends beyond the term of the agreement. This provision might not be enforceable under California law.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

The franchise agreement requires binding arbitration. The arbitration will occur Collin County, Texas with the costs being borne by the prevailing party.

The franchise agreement requires litigation to be conducted in Collin County, Texas. This provision might not be enforceable for any cause of action arising under California law.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement requires application of the laws of the State of Texas. This provision might not be enforceable under California law.

3. The California Franchise Investment Law requires that a copy of all proposed agreements relating to the sale of the franchise be delivered together with the disclosure document.

4. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by

rule or order require, before a solicitation of a proposed material modification of an existing franchise.

5. Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.

6. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

7. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

8. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN HAWAII

- (1) Item 1 is amended to add the following:

The name and address of our agent in this state authorized to receive service of process is: the Commissioner of Securities of the Department of Commerce and Consumer Affairs, 335 Merchant Street, Honolulu, Hawaii 96813.

- (2) Item 17, Summary column for (i) is amended to add the following:

Under Hawaii law, on termination or refusal to renew the franchise, you are entitled to be compensated for the fair market value, at the time of the termination or expiration of the franchise, of your inventory, supplies, equipment and furnishings purchased from us or a supplier we designated; except that personalized materials that have no value to us need not be compensated for. If we refuse to renew the franchise for the purpose of converting your business to one we own and operate, we, in addition to the remedies described above, will compensate you for the loss of goodwill. We may deduct from the compensation reasonable costs incurred in removing, transporting and disposing of your inventory, supplies, equipment and furnishings under this requirement, and may offset from the compensation any moneys you owe us.

- (3) Item 20 is amended to add the following:

Registrations are effective for these franchises in the states of California, Florida, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, Nebraska, New York, Rhode Island, Texas, Utah, Virginia, Washington, and Wisconsin.

Proposed registrations or filings for these franchises are or will be shortly on file in no other state.

No states have refused, by order or otherwise, to register these franchises.

No states have revoked or suspended the right to offer these franchises.

There are no states in which a proposed registration of these franchises has been withdrawn.

- (4) The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII DISCLAIMER

THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

Registered agent in Hawaii authorized to receive service of process:

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

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN ILLINOIS

Illinois law governs the franchise agreement.

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

Your rights upon termination and non-renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN MARYLAND

- (1) Item 5 of this disclosure document is modified to add the following:

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

- (2) Item 17 of this disclosure document is modified to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought in 3 years after the grant of the franchise.

- (3) Item 17 of this disclosure document, under the Summary column of part (f) , is modified to state that provisions allowing termination on bankruptcy may not be enforceable under the federal bankruptcy law (11 U.S.C. Section 101 et seq.).

- (4) Item 17 of this disclosure document, under the Summary column of part (m), is modified to state that the general release required as a condition of renewal, sale, and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

- (5) Item 17 of this disclosure document, under the Summary column of part (v), is modified to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

- (6) The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 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.

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN MINNESOTA

(1) Item 17 of this disclosure document is modified to include the following language after “general release” in the Summary column of parts (c), (m) and (p):

(for claims except those arising under the Minnesota Franchise Act)

(2) Item 17 of this disclosure document is modified to include the following paragraphs:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stats. Sec 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for non-renewal of the franchise agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this disclosure document or the franchise agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(3) The franchisor 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.

(4) The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN 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 A OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21 ST FLOOR, NEW YORK, NEW YORK 10005. 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 Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. 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.

6. 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.

7. The following is added to the end of the “Summary” section of Item 17(j), titled **“Assignment of contract by franchisor”**:

However, no assignment will be made except to an assignee who in the good faith and judgment of the franchisor, is willing and financially able to assume the franchisor’s obligations under the Franchise Agreement.

8. 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.

9. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN NORTH DAKOTA

1. The Summary column of Item 17(c) of this Disclosure Document is modified to read as follows:

You may renew your license, subject to Winzer approving the location of your business during the renewal period, if you: give advance written notice of intent to renew; sign then-current form of operating agreement; have complied with modernization and replacement provisions; have been in good standing for at least 6 months; have right to maintain possession; pay renewal fee; and sign (together with each Principal Owner) general release, except as to claims arising under the North Dakota Franchise Investment Law.

2. The Summary column of Item 17(r) of this Disclosure Document is modified by adding the following sentence:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota.

3. The Summary column of Item 17(u) of this Disclosure Document is amended by adding the following sentences:

Under North Dakota law, if applicable, the site of arbitration must be agreeable to all parties and may not be remote from your place of business.

4. The Summary column of Item 17(v) of this Disclosure Document is amended to read as follows:

North Dakota law, if applicable, prohibits us from requiring you to consent to the jurisdiction of courts outside North Dakota, including courts in Texas.

5. The Summary column of Item 17(w) of this Disclosure Document is modified to read as follows:

If North Dakota law applies, the law of North Dakota.

6. If North Dakota law applies, we are prohibited from requiring you to waive trial by jury for any claims arising under North Dakota law.

7. The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN RHODE ISLAND

Item 17, Summary columns for (u), (v) and (w) are amended to add the following:

Any provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN WASHINGTON

Item 5 is amended to add:

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

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

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

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the 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 franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

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

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.

The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**ADDENDUM TO DISCLOSURE DOCUMENT FOR USE IN INDIANA, MICHIGAN,
SOUTH DAKOTA, VIRGINIA AND WISCONSIN**

The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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

EXHIBIT A

EXHIBIT A

**FRANCHISEES
(AS OF JULY 31, ~~2023~~2024)**

FRANCHISEE	ADDRESS				PHONE NUMBER
Bryan Rainwater	1912 Hwy 278 E	Cullman	AL	35055	(256) 339-4629
Mike Everett	529 County Rd. 928	Delta	AL	36258	(256) 239-9043
Jim Runyans	P.O. Box 1934	Pell City	AL	35125	(205) 420-1527
Hollis Sellew	12853 Woodhaven Dairy Rd West	Silverhill	AL	36576	(251) 752-2175
Keith Schmidt	PO Box 3193	Batesville	AR	72503	(501) 940-9959
Mike Brenner	P.O. Box 964	Mabelvale	AR	72103	(501) 960-9608
Dan Gutzwiller	4460 E Navajo Drive	Cottonwood	AZ	86326	(928) 853-5990
Smokey Dawson (CA Territory)	1736 E Azalea Ave	Lake Havasu City	AZ	91752	(714) 350-9840
Cal Evatt	1128 E. Silverwood Dr	Phoenix	AZ	85048	(480) 390-9681
Ron Halmekangas	35021 N 12th St	Phoenix	AZ	85086	(480)-352-9119
Shelley Lahr	14869 N Skokie Ct	Phoenix	AZ	85022	(602) 909-9500
Brent Kapustik Benjamin Breon	7586 E Fire Fly Way 250 W Cucumber Tree Ave	Preseott San Tan Valley	AZ	86315 85140	(480)425 495-8422 231-5126
Fred Auer	35404 N. 87th Place	Scottsdale	AZ	85266	(480) 686-6500
Joe Barnard	3231 N El Camino Rincondado	Tucson	AZ	85749	(520) 907-4778
Dave Duffy	10253 Nevada Ave	Chatsworth	CA	91311	(818) 216-5450
Oscar Buttner	4835 Sapphire Road	Chino Hills	CA	91709	(714) 322-4885
Ken Peterson	725 Mission Avenue	Chula Vista	CA	91910	(619) 838-6232
Michael Ross	1884 Winrow Rd	El Cajon	CA	92021	(619) 647-7992
Thomas Mulhall	722 Bounty Dr Apt 2213	Foster City	CA	94404	(415) 519-6023
Tony Maiorana	1412 Countrywood Ave #86	Hacienda Heights	CA	91745	(626) 893-9363
Morrie Lew	4575 W. 120th St.	Hawthorne	CA	90250	(310) 613-7997
Barry Glosser	18681 Spyglass Rd	Hidden Valley Lake	CA	95467	(707) 478-8974
Steve Bassett	7532 Gunslinger Trl 7255 Hard Scramble Trails	Julian	CA	92036	(760) 521-8722
Corinne Baker	5575 Lake Park Way Ste 100-13	La Mesa	CA	91942	(619) 670-7600
Shawn Farrow	7511 Ohio Place	La Mesa	CA	91942	(619) 200-0427
Ron Espinosa	926 Avenida Mojorca Unit N	Laguna Woods	CA	92637	(949) 874-6059
Tom DeLeone	25356 Mosswood Way	Lake Forest	CA	92630	(949) 614-3750
Jack Skie	13122 Wellington Hill	Lakeside	CA	92040	(619) 368-6809
Ethan Slapinski	209 Chesley Ct	Lincoln	CA	95648	(916) 862-1387
Kirk Minor	28 Falcon Ave	Long Beach	CA	90802	(562) 833-0380
Jim Jones	13428 Maxella Ave #352 13157 Mindanao Way #15	Marina Del Rey	CA	90292	(310) 717-7436
Jaime Sanchez	27757 Aspel Rd Unit 1118	Menifee	CA	92585	(951) 529-0842
Smokey Dawson	PO Box 177	Mira Loma	CA	91752	(714) 350-9840
Brian Maltby	40055 Temecky Way	Murrieta	CA	92562	(760) 736-0010

EXHIBIT A

FRANCHISEE	ADDRESS				PHONE NUMBER
Curt Hill	24433 Wayman St.	Newhall	CA	91321	(818) 399-7105
Mac Shamieh	18910 Mayall St	Northridge	CA	91324	(818) 636-3179
Tim Hyland	64 Crissy Place	Novato	CA	94949	(707) 318-9833
Sean Holabird	5647 Beauregard Way	Orangevale	CA	95662	(916) 295-7714
Kevin Herrera	917 Inverness Dr.	Paso Robles	CA	93446	(805) 704-6829
Dave Gieseke	16 Cortsen Court	Pleasant Hill	CA	94523	(510) 418-6291
Don Duke	1216 Jonas Ave	Sacramento	CA	95864	(801)791-4489
John Witherspoon	702 Calle Casita	San Clemente	CA	92673	(949) 246-8207
Bob Giddy	555 Saturn Blvd Ste B #1293	San Diego	CA	92154	(206) 697 2310
Eric Kay	6086 Crawford St	San Diego	CA	95120	(619) 770-7899
Bob Jackson	6310 Mayo Drive	San Jose	CA	95123	(408) 482-5563
Larry Arnold	1316 Echo Valley Drive	San Jose	CA	95120	(408) 997-0538
Traci Marglon	3311 Ensenada Dr	San Ramon	CA	94583	(925) 804-0009
<u>Shawn Farrow</u>	<u>10826 Easthaven Court</u>	<u>Santee</u>	<u>CA</u>	<u>92071</u>	<u>(619) 200-0427</u>
Ramiro Rocha	649 Ventura Drive	Soledad	CA	93960	(408) 667-3768
Ed Rawlings	770 Kilkare Road	Sunol	CA	94586	(510) 681-8554
Bret Fiege	690 Fawn Glen Drive	Tracy	CA	95376	(415) 385-9804
Jeff Finkelstein	1320 Glenavon Avenue	Venice	CA	90291	(818) 472-8222
Mike Kalicki	35659 Aster Dr	Wildomar	CA	92595	(760) 250-9119
Dana Hislop	4819 Topanga Canyon Blvd	Woodland Hills	CA	91364	(818) 585-1747
Scott Brown	PO Box 3508	Grand Junction	CO	81502	(916) 803-0432
Jeff Hruby	11835 E Fair Ave	Greenwood Village	CO	80111	(303) 668-8431
Paul Callanan	302 East Cleveland	Lafayette	CO	80026	(720) 890-4304
Bernie O'Donnell	205 Castle Road	Bristol	CT	06010	(860) 250-8974
Frank Guerrera	205 Countryside Dr.	Rocky Hill	CT	06067	(860) 808-6244
Charlie Trombley	113 Florida Rd	Somers	CT	06071	(860) 830-3703
Joel Jacob	54 Wedgewood Rd Unit D	Stratford	CT	06614	(203) 257 0058
Danny Townsend	15 Wellington <u>Wellington</u> Rd	Wilmington	DE	19803	(302) 290-2028
Candace Miranda	3850 NE 86th LN	Anthony	FL	32617	(419) 345-8284
Larry Preston	7414 SE 114th LN	Bellevue	FL	34420	(352) 895-0472
Terry Madden	2107 St. Andrews Dr	Cantonment	FL	32533	(850) 324-9466
Bob Line	1311 SE 16th St	Cape Coral	FL	33990	(713) 870-9850
Terri Adams	340 Lake Kathryn	Casselberry	FL	32707	(407) 620-5301
<u>Randy Aronson</u>	<u>5935 SW 113th Ave</u>	<u>Cooper City</u>	<u>FL</u>	<u>33330</u>	<u>(954) 347-3028</u>
<u>Frank Morrissey</u>	<u>18 Dalewood Dr</u>	<u>DeBary</u>	<u>FL</u>	<u>32713</u>	<u>(347) 863-6426</u>
Frank Perez	4023 Northwest 87th Ave	Hollywood	FL	33024	(954) 483-5183
Dan DeHart	11208 Cloverhill Circle East	Jacksonville	FL	32257	(904) 944 1001
Steve Stars	2464 Ivy Ford Lane	Jacksonville	FL	32223	(904) 607-0726
Dave Woodruff	3786 Eagle Isle Circle	Kissimmee	FL	34746	(803) 422-5352
Frank Morrissey <u>George Trigo</u>	250 Sunlight Lane Apt 212 <u>3549 Forest Park Drive</u>	Lake Mary <u>Kissimmee</u>	FL	32746 <u>34746</u>	(347)609 863- <u>6426649-6508</u>

EXHIBIT A

FRANCHISEE	ADDRESS				PHONE NUMBER
Michele Thompson	2641 Reagan Trail	Lake Mary	FL	32746	(321) 231-5665
Laura Eldridge Alex Bruhn	16040 Ridgewood Ave 2988 Gilford Way	Montverde Naples	FL	3475634119	(407)239 469-2269 595-7362
Rose Corso	461 Granada Street	New Smyrna Beach	FL	32169	(386) 566-4393
Aaron Safford	6526 Sugarbush Drive	Orlando	FL	32819	(407) 222-1059
Michael James	3727 East Esther	Orlando	FL	32812	(407) 340-1565
<u>Dan DeHart</u>	<u>24 Crosstie Ct</u>	<u>Palm Coast</u>	<u>FL</u>	<u>32137</u>	<u>(904) 944-1001</u>
Jonathan Iser	775 Fruit Cove	Saint Johns	FL	32259	(386) 983-1391
Karen Rappaport	4400 Baycedar Ln	Sarasota	FL	34241	(941) 232-3331
Andy Spetalnick	304 Polaris Drive	Satellite Beach	FL	32937	(770) 842-6853
Vince Blank	12536 Wildebeest Way	Spring	FL	34610	(813) 924-5598
Larry Andrews	13326 Moran Drive	Tampa	FL	33618	(813) 215-3027
Dustin Nichols Kathy Figgis	2106 Mesic Hammock 4153 Montegrappa Way	Venice Wesley Chapel	FL	3429233543	(941)203 223-5335 209-0008
Jerry LaPointe	175 Lake Meryl Dr	West Palm Beach	FL	33411	(954) 292-0491
Giedre Ganatauskaite	1423 Capri Lane Apt 3901	Weston	FL	33326	(954) 918-8555
<u>Rod Witt</u>	<u>304 Winston Falls Ct</u>	<u>Canton</u>	<u>GA</u>	<u>30114</u>	<u>(404) 519-9417</u>
Teddy O'Kelley	1735 Hwy 98 East	Danielsville	GA	30633	(706) 318-0371
Lee Davenport	1477 Pate Rd	Juliette	GA	31046	(478) 972-5277
Chris Whittle	315 Bell Rd	Lafayette LaFayette	GA	30728	(423) 693-5014
Teresa (Clay) Adkins	210 Old Pond Road	LaGrange	GA	30241	(706) 302-1321
John Counts	5269 Luthersville Rd	Luthersville	GA	30251	(678) 972-9767
Aundi Prather	63 South Bethany Rd.	McDonough	GA	30252	(678) 449-9003
Michael Brennan	599 Toccoa River Forest Lane	Mineral Bluff	GA	30559	(706) 455-0411
<u>Robin Neal</u>	<u>1614 Glade Creek Parkway</u>	<u>Mt Airy</u>	<u>GA</u>	<u>30563</u>	<u>(706) 968-9487</u>
Troy Cantrell	6392 Yellow Creek Rd	Murrayville	GA	30564	(770) 287-5439
Kerry Henson	95 Kelley Lane Terrace	Newnan	GA	30265	(678) 618-2366
Herb Kimball	14 Reece Street	Rossville	GA	30741	(423) 364 8276
Kenneth Belk	43 Fiddlers Ct	Savannah	GA	31419	(912) 658-3687
Bill Morrow	1091 Jeremy Dr	Watkinsville	GA	30677	(706) 540 1103
Dennis Farmer	706 Scruggs St	Waycross	GA	31501	(912) 617-0200
Gary Hendershot	87-1080 Huamoa St	Waianae	HI	96792	(808) 630-4719
Dan Christensen	2200 E. Oakridge St.	Boise	ID	83716	(208) 761-5799
Nick Mastro	886 Pine Hill Dr	Antioch	IL	60002	(224) 715-3542
Kelle Mulligan	713 N Dixon Ave	Dixon	IL	61021	(815) 378-5821
Mike Jarman	17279 Warford Road	Grafton	IL	62037	(618) 304-0610
Mark Demian	2408 E 2350th Rd	Marsellies	IL	61341	(815) 258-1572
Dale VanDerVliet	11627 East Gregg Blvd.	Momence	IL	60954	(815) 353-3136
Sean Mulligan	201 Nancy Street	Mount Morris	IL	61054	(815) 289-0421
Melissa Nelson	7748 W. Winona St	Norridge	IL	60706	(847) 207-0156
Mike Low	412 E Kyle	Ogden	IL	61859	(217) 369-0382
Tony Rubens	333 Busse Hwy, PO Box POBox 42	Park Ridge	IL	60068	(312) 218-6606

EXHIBIT A

FRANCHISEE	ADDRESS				PHONE NUMBER
Mark Poynor	115 W. Main Street, Suite 200	W Dundee	IL	60118	(847) 494-6290
Bill Leonard	108 E. Burlington Ave.	Westmont	IL	60559	(630) 247-7173
Krysta Buckner	7815 Inverness Glens Dr	Fort Wayne	IN	46804	(260) 267-8994
Mark Hupfer	2489 Turning Tree Drive	Nashville	IN	47448	(317) 502-6214
Chuck Reed	2410 Valley Road	Shelbyville	IN	46176	(317) 446-9130
Brad Middleton David Helton	3465 E Goldenrod Ave. 2608 North 28th Street	Terre Haute	IN	47805 47804	(812) 236-2890 230-4869
Jerome Rinehart	2611 S. Sievers Rd.	Vincennes	IN	47591	(812) 881-0985
Charles Cox	4254 N Eagle Lake Ct	Bel Aire	KS	67220	(316) 570-4223
Craig Simon (MO Territory)	15831 Kenneth Rd.	Stanley	KS	66224	(816) 679-4956
Marvin Chrisman	400 S. Grove St	Yates Center	KS	66783	(316)833-6656
Ed Price	PO Box 126	Ama	LA	70031	(504) 415-8412
Tim Matthews	30070 Oak Shadow Dr	Walker	LA	70785	(225) 921-1348
Tim Gould	740 Maple Road	Longmeadow	MA	01106	(413) 427-3109
Mike Corbett	PO Box 853	Marlborough	MA	01752	(508) 361-8269
<u>Gus Pinto</u>	<u>2 Perkins Ln</u>	<u>Mattapoisett</u>	<u>MA</u>	<u>02739</u>	<u>(508) 509-4967</u>
Maryanne Thurrott	150 Mystic St	Medford	MA	02155	(781) 690-6652
Ken Powtak	828 Walnut Street	Newton	MA	02459	(617) 784-8806
Eddie Beatrice	50 Mount Vernon St., Unit 34	North Reading	MA	01864	(781) 439-2299
Steve Gendron	879 Front Street	So. Weymouth	MA	02190	(617) 901-1482
Richard Harris	270 South Street	W Bridgewater	MA	02379	(508) 561-0142
Steven Ellis (NH Territory)	65 Whitney Ave	Westwood	MA	02090	(781) 589-5999
Donna Hughes	29799 Apple Drive	Cordova	MD	21625	(443) 786-2291
Kevin DiMisa	6171 Osprey Ridge Dr	Mt. Airy	MD	21771	(240) 441-7487
Bob Chapman	2607 Clarion Court #102	Odenton	MD	21113	(301) 351-5149
Don Monk	39 Walker Hill Road	Temple	ME	04984	(207) 491-1828
Phil Spiess	10387 Spring Valley Dr SE	Alto	MI	49302	(616) 446-9070
Todd Coy	4129 Crandall Rd.	Howell	MI	48855	(517) 861-0399
Monica Bethuy	7575 Shea Rd	Ira	MI	48023	(586) 256-4190
Bob Lutz	1761 Parish Rd	Kawkawlin	MI	48631	(989) 460-7720
Rick Dobberstein	3729 East Territorial Road	Pleasant Lake	MI	49272	(517) 740-4035
Jim Etterman	1350 Hillview Forest Road N	East Gull Lake	MN	56401	(320) 267-6679
Barry Kline	2430 Lamplighter Lane	Golden Valley	MN	55422	(612) 720-5907
Dominic Minor	5124 66th 4601 13th Ave <u>NS</u>	Minneapolis	MN	55429 55407	(763) 742-4200
Ken Christen	740 N. 27th Avenue	St. Cloud	MN	56303	(320) 266-1330
Jerry Larson	11411 Ferman Avenue SW	Waverly	MN	55390	(612) 701-9398
Kevin Tomc	10920 N Wabash 6911 North Hardesty Ave	Kansas City	MO	64155 64119	(816) 665-9875
Steven Heaton	1142 North Geyer Rd	Kirkwood	MO	63122	(314) 494-5335
Lloyd Pierson	P.O. Box 538	Lamar	MO	64759	(417) 437-2714

EXHIBIT A

FRANCHISEE	ADDRESS				PHONE NUMBER
Mike Watson	366 West Petross	Pearl	MS	39208	(601) 672-2771
Elizabeth Webb	105 Hawthorne Ridge	Ridgeland	MS	39157	(601) 506-2709
Reda Hearn	4309 Woodglen Lane	Charlotte	NC	28226	(704) 839-5519
Vince Nelson	157 Bay Dr	Chocowinity	NC	27817	(252) 347-2680
<u>John Trundle</u>	<u>276 Benning Cir</u>	<u>Clayton</u>	<u>NC</u>	<u>27527</u>	<u>(919) 796-9553</u>
Darren Neely	4403 Parker Ct	Farmville	NC	27828	(252) 413-9467
Donat Roux	301 Brantwood Drive	Goldsboro	NC	27534	(919) 344-3457
Rick Plumley	509 Holland Hill Drive	Goldsboro	NC	27530	(919) 705-4058
Larry Fields	5303 Ventura Drive	Greensboro	NC	27406	(336) 337-0777
Michael LeFlore	532 Foxfield Lane	Matthews	NC	28105	(704) 408-6411
Meg Denton	1508 Cedar Pointe Dr	Mebane	NC	27302	(336) 263-8337
Ernest (Algie) Jones	1918 Algie Road	Nashville	NC	27856	(252) 885-0686
John Trundle	9501 Bells Valley Dr	Raleigh	NC	27617	(919) 796-9553
Kirk Hager	107 Brookmead Drive	Statesville	NC	28625	(704) 657-7819
Lee Haywood	7203 Mackintosh Place	Summerfield	NC	27358	(336) 339-3286
Randall Spiva	4871 Friendship-Ledford Rd	Winston-Salem	NC	27107	(336) 978-6006
Thad Stamper <u>Angela Hulse</u>	5220 Bear Creek Rd <u>515 University St</u>	Winston-Salem <u>Hastings</u>	NC <u>NE</u>	27106 <u>68901</u>	(336) 402-416-0637 <u>469-2776</u>
Mark Foglesong	9300 Benziger Drive	Lincoln	NE	68526	(402) 430-4013
Tim Shriver	11715 Jackson Road	Omaha	NE	68154	(402) 630-0603
Randy Perkins	66 Calvert Circle	Manchester	NH	03103	(603) 345-0656
Joe Vandergrift	116 West Linden Ave	Lindewold	NJ	08021 <u>008021</u>	(609) 502-8738
Rod Glockner	538 Waterside Blvd	Monroe Township	NJ	08831	(201) 314-8334
Mary Mongiardini	15 Intercoastal Way	Point Pleasant	NJ	08742	(732) 245-9710
Ron Griebell	20 First Street	South River	NJ	08882	(908) 731-1941
Greg Petersen	438 Westwood Dr	West Deptford	NJ	08096	(484) 354-8669
<u>Cipriano Anaya</u>	<u>2510 Garden St</u>	<u>Calrsbad</u>	<u>NM</u>	<u>88220</u>	<u>(575) 361-0988</u>
Mark Mares	1628 22nd Ave SE	Rio Rancho	NM	87124	(505) 450-8489
Annette Scaldeferri	126 Chatara Way	Las Vegas	NV	89148	(702) 845-3515
Craig Morrill	3690 Greenfield Lakes St	Las Vegas	NV	89122	(702) 480-7670
<u>Drew Rega</u>	<u>452 E Silverado Ranch Blvd PMB 346</u>	<u>Las Vegas</u>	<u>NV</u>	<u>89183</u>	<u>(253) 431-3676</u>
Russ Ramsey	7310 <u>7320</u> Smoke Ranch Rd. Unit # UE	Las Vegas	NV	89128	(702) 232-0717
Timothy Rogers	P O Box 23	Alton	NY	14413	(585) 739-0542
Joseph Lufkin	19 Kinney Road	Argyle	NY	12809	(518) 361-9981
Mark Surman	94 West Ave	Arkport	NY	14807	(585) 770-0841
Jim Pulver	14 Holiday Harbour	Canandaigua	NY	14424	(585) 455-8052
Mike Dantone	1018 Commack Rd	Dix Hills	NY	11746	(631) 877-2293
Bruce Hysten	106 Woodberry Lane	Fayetteville	NY	13066	(315) 523-0168
Dave Ringel	98 Perrine Pike	Hillsborough	NY	08844	(908) 334-7701
Rich Ramoska	75 Smith Street	Lake Grove	NY	11755	(631) 379-3753
John Houek	428 Union Valley Rd	Mahopae	NY	10541	(914) 573-6690

EXHIBIT A

FRANCHISEE	ADDRESS				PHONE NUMBER
Chris DiMaggio	c/o Joe DiMaggio <u>Dimaggio</u> 98 Riverside Dr Apt 4A	New York	NY	10024	(631) 421-4545
Manny Rodriguez	142 Smith Street	Peekskill	NY	10566	(914) 433-1551
David Folina <u>John Rackmyer</u>	55 Beek Rd <u>196 Rowley Dr</u>	Poughkeepsie <u>Rochester</u>	NY	12601 <u>14624</u>	(845) 585-674- 2341 <u>978-2459</u>
Josh Cohen	20A Midland Ave	White Plains	NY	10606	(917) 312-1827
Mike Petite	621 Cherry Park Oval	Aurora	OH	44202	(216) 408-7036
Gary Kinniard	2010 Hyatts Road	Delaware	OH	43015	(614) 581-1818
Eric Montgomery	7791 Samberly Road	Dublin	OH	43016	(614) 783-8677
Edward Dye	35310 Clay Bank Road	Logan	OH	43138	(740) 343-3365
Kathy Dennis	2019 Taft Ave	Lorain	OH	44055	(440) 258-1886
David Davies	7437 Essex Dr	Mentor	OH	44060	(216) 780-2215
Jack Schwab	5950 Valley Parkway	North Royalton	OH	44133	(440) 823-7970
Doug Beechler	2903 N State Route 72	Sabina	OH	45169	(740) 406-8360
Michael McWhorter	3159 Bear Hollow Road	Uniontown	OH	44685	(330) 573-5457
Larry Chadwell	20507 E 31st Place S	Broken Arrow	OK	74014	(918) 706-8869
David Erwin	1411 Paradise Parkway	Claremore	OK	74017	(918) 691-6771
Brock Kauk	207 Clayton Rd	Elk City	OK	73644	(580) 821-4413
Dennis Gelonek	PO Box 146	Fairland	OK	74343	(316) 650-6208
Carl Wiles <u>Donna Young</u>	P.O. PO Box 1008 <u>483</u>	Shady Point	OK	74956	(918) 658- 8180 <u>413-2671</u>
Terry Sims	1907 North Lark	Weatherford	OK	73096	(580) 302-0147
Mark Morrow	1214 Summerton Place	Yukon	OK	73099	(580) 606-2159
Scott Lee	14270 SW 97th Ave	Tigard	OR	97224	(503) 519-8746
Ty Hollister	P.O. Box 503	Troutdale	OR	97060	(503) 661-5088
Keith Hohl	443 Hoch Road	Blandon	PA	19510	(610) 780-7975
William Fischer	1913 Conestoga Rd	Chester Springs	PA	19425	(484) 680-8380
Mary Waters	1800 White Oak Circle	Dauphin	PA	17018	(717) 439-7157
Roy Kavcsak	476 Dale Drive	Erie	PA	16511	(814) 403-3178
Brian Buchert	218 E. Buchert Rd	Gilbertsville	PA	19525	(610) 413-6835
Jolene Blong	143 N. Llanwellyn Avenue	Glenolden	PA	19036	(610) 389-9907
David Albanesius	1305 Woodview Way	Malvern	PA	19355	(215) 480-7752
<u>Nathan Kapr</u>	<u>284 State Street</u>	<u>Mount Pleasant</u>	<u>PA</u>	<u>15666</u>	<u>(724) 415-8352</u>
Timothy Scott	783 Hecla Rd	Mt Pleasant	PA	15666	(724) 757-2831
Chuck Schweikert	6709 Ryan Court	Orefield	PA	18069	(610) 393-5645
Bob Wize	123 Oakwood Rd	Pittsburgh	PA	15237	(412) 996-0956
Steve Maniglia	1007 Homer Avenue	Pittsburgh	PA	15237	(412) 352-1284
Chris James	1505 Litchfield Rd	Sayre	PA	18840	(570) 423-5007
Bob Neubert	88 Cowpath Road	Telford	PA	18969	(215) 534-2499
Steven Neubert	1005 River Road	Upper Black Eddy	PA	18972	(610) 428-2155
Steven Brown	723 Joseph Ave	Warminster	PA	18974	(267) 767-7193
Brad Dunbar	1011 Squires Dr	West Chester	PA	19382	(610) 283-5386
Emiliano Reyes	Calle Amapola 3D 39 Lomas Verdes	Bayamon	PR	00956	(787) 614-0150

EXHIBIT A

FRANCHISEE	ADDRESS				PHONE NUMBER
Greg Belle	117 Eisenhower Street	Easley	SC	29642	(864) 787-3977
Jeff Rosenberg	3040 Walking View Ct	Graniteville	SC	29829	(678) 485-6697
Michael Sharpe	1580 Mike Stuck Rd	Little Mountain	SC	29075	(803) 414-4835
Rudy Krevolin	3841 Masters Court	Myrtle Beach	SC	29577	(845) 489-3044
Don Manley (TX Territory)Chris Slama	10255 Echo Valley Ct.13A Statesboro	Rapid City Belle Fourche	SD	57702 57717	(973)402 650- 2079276-5200
Mike Adamson	8125 Shallow Glen Trail	Cordova	TN	38016	(901) 634-8340
Mark Godfrey	842 Pine Hills Road	Humboldt	TN	38343	(731) 618-2656
Doug Young	10823 Carmichael Rd	Knoxville	TN	37932	(865) 680-1181
Lea Hunter	105 Christi Place	Pleasant View	TN	37146	(615) 943-8303
Trey Ford	3478 Catclaw Dr Suite 247	Abilene	TX	79606	(214) 498-9828
Michael Robertson	186 County Road 1556	Alba	TX	75410	(817) 521-4455
Tony Poynor	PO Box 8840	Bacliff	TX	77518	(832) 578-3981
Barry Sheffield	1050 Park Meadow Dr	Beaumont	TX	77706	(409) 781-9086
Jaime Swift	105 Ridges End	Boerne	TX	78006	(575) 639-1081
Darin McNiel	30737 Deerfield Tre 1221 Adyson Ridge Dr.	Bulverde	TX	78163	(210) 260-0212
Dan Murphy	11524 Garibay Court	El Paso	TX	79936	(915) 479-7086
Steve Pena Manny Montes	1904 Pointe East Lane 3752 Tierra Isela	El Paso	TX	79936 79938	(915) 490- 8538373-7015
Tommy Jordan	2421 Scottswood	Garland	TX	75041	(469) 766-7380
Mike Lloyd	1819 Dunn St	Grapevine	TX	76051	(817) 691-1113
Kari Roush	415 Corsicana St	Hillsboro	TX	76645	(254) 266-0508
Robert Moore	301 PR 326	Hillsboro	TX	76645	(254) 580-3341
Darrell Johnston	8316 Hiltoncrest	Houston	TX	77064	(281) 703-0250
Ferdinand Thompson	9842 Mountain Chestnut Rd	Houston	TX	77070	(832) 620-8177
Jim Cattan	15907 N Barkers Landing Rd	Houston	TX	77079	(713) 582-3303
Joe Phillips	PO Box 999	Lake Dallas	TX	75065	(940) 231-9400
Russell Reeves	15058 A Country Acres	Lindale	TX	75771	(903) 780-9150
Clint Austin	1315 Hwy 1187 #112	Mansfield	TX	76063	(817) 319-2358
Greg Ford	PO Box 129	Millersview	TX	76862	(432) 202-0974
Mark Konen	1028 San Pedro	New Branfels	TX	78132	(210) 997-6256
Guy Bryan	456 Rio Drive	New Braunfels	TX	78130	(830) 708-3630
AC Marquez	1327 Broughton Ave	Odessa	TX	79761	(432) 352-1486
Jerry Patterson	501 N Grandview Ave PO BOX 14964	Odessa	TX	79761 79768	(432) 528-4000
Fred Demmon	3230 Regal Oaks	Pearland	TX	77581	(713) 515-2845
Harry Huffman	2118 Twin Creeks Cir	Pilot Point	TX	76258	(940) 453-0767
Terry G. Beasley	201 Pecan Creek	Red Oak	TX	75154	(972) 824-9935
Don Foutz	2210 Hilcroft Dr	Rockwall	TX	75087	(214) 538-5206
Alex Devalis	610 Buekle Ct	San Antonio	TX	78258	(210) 744-9703
Mark Bray	5643 Southern Oaks	San Antonio	TX	78261	(210) 383-6499

EXHIBIT A

FRANCHISEE	ADDRESS				PHONE NUMBER
Terry Webb	8601 E FM 3523	Slaton	TX	79364	(806) 777-7427
Mike Lively	965 Country Rd 223	Stephenville	TX	76401	(254) 433-2551
Roy Farris	2114 Fountain Dr	Sugarland	TX	77478	(832) 766-0152
Eddie Matlock	9129 Eddy Water Circle	Tyler	TX	75703	(903) 245-4305
Howard Westbrook	16150 Chris Lane	Tyler	TX	75703	(903) 714-5081
Craig Carlyle	358 East 550 S	Kaysville	UT	84037	(801) 792-5988
R D Searle	1052 West 570 North	Orem	UT	84097	(801) 319-3637
William Hamilton	2164 S 3450 W	Taylor	UT	84401	(801) 690-6871
JoAnn Graves	11912 Buttercup Ln	Fredericksburg	VA	22407	(702) 372-3991
Gerald Huntoon	11357 Nuckols Rd Ste 109	Glen Allen	VA	23059	(804) 241-1354
Lonnie Baldwin	15067 Endstone Trail	Midlothian	VA	23112	(804) 513-1468
Roger Freeman	105 Longview Dr	Stafford	VA	22556	(703) 296-4836
Van Miles	1209 Tarrington Landing	Virginia Beach	VA	23464	(757) 537-0522
Merritt Budd	806 Main St	West Rutland	VT	05777	(802) 345-3089
Kyle Mullins	P.O. Box 373	Lind	WA	99341	(509) 491-2726
Scott Griffis	PO Box 1468	McKenna	WA	98558	(253) 459-5456
Bob Baker	7126 38th Avenue SW	Seattle	WA	98126	(206) 915-3597
Paul Genest	23665 Old Day Creek Rd	Sedro Woolley	WA	98284	(360) 840-9802
Jeff Hise	19421 95th Dr SE	Snohomish	WA	98296	(206) 396-0475
Jason Beachell	7217 NE 99th St Unit 3	Vancouver	WA	98662	(360) 991-6675
Lynn Simonen	W300N1751 Timberbrook Rd	Pewaukee	WI	53072	(414) 687-1809

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

EXHIBIT A (CONTINUED)

**COMPANY-OWNED OUTLETS
(AS OF JULY 31, ~~2023~~2024)**

ADDRESS				TELEPHONE
3650 Post Rd	Las Vegas	NV	89120	702-385-7627
4795 Longley Lane	Reno	NV	89502	775-359-7773
2001 Rutland Dr	Austin	TX	78758	512-836-1611
1945 International Blvd	Brownsville	TX	78521	956-544-1957
1214 S Texas Ave	Bryan	TX	77803	979-779-7666
4822 Baldwin Blvd	Corpus Christi	TX	78408	361-888-4228
<u>1303 Blue Ridge Dr Ste 301</u>	<u>Georgetown</u>	<u>TX</u>	<u>78626</u>	<u>512-836-1611</u>
520 Market St	Laredo	TX	78040	956-722-0049
1117 W Hwy 83	Pharr	TX	78577	956-787-5569
4060 E Plano Pkwy Suite A	Plano	TX	75074	972-422-2366
200 Brooklyn Ave	San Antonio	TX	78215	210-226-0244

WC owns all of the outlets in the list above. The 87 Texas outlets have all been re-branded under the FastServ Supply trade name. ~~The 2 Nevada outlets generally operate under the WINZER trade name, but sometimes operate under the A-1 Chemical trade name.~~

EXHIBIT B
FORMER FRANCHISEES

Following is a list containing the names, cities and states, and the current business telephone numbers (or if unknown, the last known home telephone numbers) of WINZER franchisees whose franchises, in our fiscal year ended July 31, ~~2023~~2024, were transferred, terminated, not renewed, or reacquired by us, or who ceased operations for other reasons.

TERMINATED

Paul Treese	<u>*Ron Greibell</u>	<u>Steve Pena</u>
TERMINATED	<u>South River, NJ</u>	<u>El Paso, TX</u>
**Clyde Funk		
Mohave Valley, AZ		
(928) 577-1234		
**Jennifer Wynn		
Cocoa Riverview,		
FL		
(321) 917-1937		
**Chris Graham		
Nokomis, FL		
(941) 724-4685		
**Maureen		
Culberson		
Idaho Falls, ID		
(208) 520-5073		
*Jay Graff		
Murphysboro, IL		
(618) 967-9848		
***Chris Sauer		
Brandenburg, KY		
(502) 817-4914		
*Tony Kubik		
Deekerville, MI		
(810) 705-0853		
**Clayson Lovern	<u>(908) 731-1941</u>	<u>(915) 490-8538</u>
Carthage, MS		
(601) 919-416-1978		
917-6203 *Nie		
Turner		
St. Louis, MO		
(314) 753-3039		
**Christian "Buck"		
Hendry		
Frenchtown, NJ		
(908) 391-4361		
*Ken Kuhlmann	<u>*Mark Morrow</u>	<u>**AC Marquez</u>
*Bill		
Morrow Supply, NC		
(908) 500-7756		
<u>Watkinsville, GA</u>	<u>Yukon, OK</u>	<u>Odessa, TX</u>
<u>(706) 540-1103</u>	<u>(580) 606-2159</u>	<u>(432) 352-1486</u>

~~**Curt Crane~~
~~*Chuck~~
~~Reed Edmond, OK~~
~~(405) 919-1827~~
~~Shelbyville, IN~~
~~*Dale Gorman~~
~~Natrona Heights,~~
~~PA~~
~~(724) 317-691-9872~~
~~446-9130~~
~~*Danny~~
~~Tidwell~~
~~Chandler, TX~~
~~(903) 330-6874~~
~~**Mickey Stowell~~
~~Desoto, TX~~
~~(714) 330-0881~~
~~*Mark Hunt~~
~~North Richland~~
~~Hills, TX~~
~~(682) 429-7357~~

~~**Mike Adamson~~

~~Cordova, TN~~
~~(901) 634-8340~~

~~*Alex Dovalis~~

~~San Antonio, TX~~
~~(210) 744-9703~~

~~*These franchisees failed to meet minimums or failed to launch.~~

~~**These franchisees abandoned their businesses.~~

~~***This franchisee was in violation of his franchise agreement.~~

~~*These franchises failed to meet minimums or failed to launch~~

~~**These franchises abandoned business.~~

~~***These franchises were in violation of their Franchise Agreement~~

NOT RENEWED

Brad Middleton Terre Haute, IN (812) 236-2890	Jim Catta Houston, TX (713) 582-3	Bobby Stevens
John Houck Mahopac, NY (914) 573-6690	Russell Ree Mineola, TX (903) 780-9	
David Folina Poughkeepsie, NY (845) 674-2341	Mark Bra San Antonio (210) 383-6	

~~Arlene Nappi~~
~~Port Riekey, FL~~
~~(727) 514-4362~~

~~Georgetown, KY~~
~~(732) 778-0669~~

REACQUIRED BY US

None

TRANSFERS

None



CEASED OPERATIONS FOR OTHER REASONS

~~***Ben Bowden
Daytona Beach, FL
(386) 481-7040~~

~~*Rick Matthews
Liberty, NC
(336) 953-7840~~

~~*Lee Wittle
Fort Pierce, FL
(571) 236-9060~~

~~***Ronnie Ezzell
Spring Hope, NC
(252) 903-9424~~

~~***Tyler Wilkens
Prescott, MI
(989) 387-4878~~

~~**Brian Baker
Blue Ridge, TX
(469) 659-9394~~

~~***Tim Smith
Belton, MO
(816) 382-8864~~

~~****Aaron Kendrick
Hurst, TX
(817) 988-6329~~

~~***Brad Larsen
Oklahoma City, OK
(405) 919-1826~~

~~***Richard Spradling
Paris, TX
(214) 212-6861~~

~~*Lee Benmayer
Las Vegas, NV
(714) 612-9003~~

CEASED OPERATIONS FOR OTHER REASONS

<u>**Brent Kapustik</u> <u>Prescott Valley, AZ</u> <u>(480) 495-8422</u>	<u>*Laura Eldridge</u> <u>Montverde, FL</u> <u>(407) 469-2269</u>	<u>****Frank Morrissey</u> <u>Brooklyn, NY 11209</u> <u>(347) 863-6426</u>	<u>**Ed Dye</u> <u>Logan, OH</u> <u>(740) 343-3365</u>
<u>**Don Duke</u> <u>Sacramento, CA</u> <u>(801)791-4489</u>	<u>***Dustin Nichols</u> <u>Venice, FL</u> <u>(941) 223-5335</u>	<u>**Reda Hearn</u> <u>Charlotte, NC</u> <u>(704) 839-5519</u>	<u>**Carl Wiles</u> <u>Shady Point, OK</u> <u>(918) 658-8180</u>
<u>*Bob Giddy</u> <u>San Diego, CA</u> <u>(206) 697-2310</u>	<u>*Herb Kimball</u> <u>Rossville, GA</u> <u>(423) 364-8276</u>	<u>**Larry Fields</u> <u>Greensboro, NC</u> <u>(336) 337-0777</u>	<u>*Don Manley</u> <u>Rapid City, SD</u> <u>(973) 650-2079</u>
<u>**Joel Jacob</u> <u>Stratford, CT</u> <u>(203) 257-0058</u>	<u>*Randy Perkins</u> <u>Manchester, NH</u> <u>(603) 345-0656</u>	<u>**Thad Stamper</u> <u>Winston-Salem, NC</u> <u>(336) 416-0637</u>	<u>***Merritt Budd</u> <u>West Rutland, VT</u> <u>(802) 345-3089</u>

- * These franchisees retired ~~and~~, sold or transferred their accounts to existing or new franchisees, and ceased operations.
- ** ~~This franchisee~~ These franchisees became ~~a Winzer employee~~ deceased or voluntarily resigned.
- *** ~~These franchisees~~ became permitted representatives for existing franchisees.
- **** ~~These franchisees voluntarily resigned or became deceased~~ This franchisee moved to another state, but remained in the system.
- ***** ~~These franchisees became a permitted representative for an existing franchise~~

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

EXHIBIT C

FRANCHISE AGREEMENT, STATE RIDERS AND ATTACHMENTS

FRANCHISE AGREEMENT

BETWEEN

WINZER FRANCHISE COMPANY, INC.
4060 E. Plano Parkway
Plano, Texas 75074-1800

AND

Name of Franchisee

Street

City State Zip Code

() _____
Area Code Telephone

Franchisee No. _____

EFFECTIVE DATE OF FRANCHISE AGREEMENT

_____, _____

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ATTACHMENTS

1. Licensed Market, Protected Customers, Operating Principal, Required Monthly Averages, Initial Franchise Fee, and Designee
2. Cancellation Agreement
3. Software License Agreement
4. Addendum for Transactions with Government Entities

FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is entered into by and between **WINZER FRANCHISE COMPANY, INC.**, a Texas corporation (“Winzer”) and _____

_____ (“you”) as of the Effective Date.

RECITALS

All initially capitalized terms not otherwise defined are defined in Article 17 – Definitions.

Winzer® distributes and sells a wide range of products, including Approved Winzer Products, for resale to Customers in the Licensed Market. Winzer has expended time, skill, money and effort to develop a System that may be supplemented, improved upon and/or otherwise modified periodically in Winzer’s sole discretion. Winzer has identified the System by and owns certain Marks for use in connection with the System and the Business.

Accordingly, you and Winzer agree as follows:

ARTICLE 1 - APPOINTMENT

1.1 Grant of License. Winzer grants to you, and you accept, a non-exclusive license, right, authority and obligation (“License”), subject to the terms and conditions of this Agreement, to establish and operate a single Business in the type of Licensed Market specified on Attachment 1. Winzer grants you the non-exclusive license, right and privilege to use the Marks and the System in connection with the operation of the Business, subject to the terms and conditions of this Agreement, and such terms and conditions as Winzer may periodically establish. You specifically acknowledge that the Licensed Market is not geographical, and that Customers are consumers, not Wholesalers. You acknowledge that the System may be supplemented, improved upon and/or otherwise modified periodically in Winzer’s sole discretion. In the interest of preserving the integrity and reputation of the System, Winzer shall have full control and discretion over such developments, and you shall comply with all reasonable requests and requirements of Winzer as a result of such changes to the System. You expressly agree that all rights, title and interest in and to the Marks, the System and Winzer’s goodwill, are owned by Winzer and shall remain solely in Winzer and are being revealed to you solely to enable you to establish and operate the Business.

1.2 Your Protected Customers. Your initial Protected Customers are designated on Attachment 1. During the Term, if you are in compliance with this Agreement, Winzer will not grant a License to another Person authorizing the sale of Approved Winzer Products to your Protected Customers in the same type of Licensed Market, nor will Winzer directly sell Approved Winzer Products to your Protected Customers in the same type of Licensed Market, except as otherwise stated in this Agreement or the Manual. A Protected Customer is only deemed a Protected Customer as to your type of Licensed Market, and not to all types of Licensed Markets. Any Protected Customer with multiple locations (including a National Account) will be deemed a Protected Customer only as to its delivery location and will not be deemed a Protected Customer as to its other locations. If your Protected Customer is a National Account, and Winzer reasonably

believes that the Customer may cease to do business with you or with Winzer, or if you do not honor all of the terms negotiated by Winzer with an National Account (including pricing, service and other terms), Winzer may directly solicit the sale of and sell products to the National Account, or Winzer may assign the National Account to another franchisee, and the National Account will no longer be designated as your Protected Customer.

1.3 Others' Protected Customers. Neither you nor any Permitted Representative may solicit the sale of or sell Approved Winzer Products or Franchisee Products to any Protected Customer of any other franchisee or Winzer during the Confidentiality Period. Neither you nor any Permitted Representative may sell to or distribute through a Wholesaler unless you agree to follow procedures that will prevent a Wholesaler from reselling Approved Winzer Products or Franchisee Products to any Protected Customer of any other franchisee or Winzer during the Confidentiality Period. Only Winzer may determine Protected Customer status.

1.4 Winzer's Reservation of Rights. In order to adequately respond to changing market conditions, in or outside of the Licensed Market, subject only to the restrictions described in this Article 1, Winzer or its affiliates may use other channels of distribution; license the use of alternative proprietary marks or methods; offer and sell or license others to offer and sell Approved Winzer Products; perform or license others to perform the same services as licensed under this Agreement, in or outside of the Licensed Market; and offer and sell Approved Winzer Products or products that are similar to Approved Winzer Products to any Wholesaler or end user in or outside of the Licensed Market.

ARTICLE 2 - TERM OF LICENSE

2.1 Term. The initial term of your License under this Agreement ("Term") is 5 years, starting on the Effective Date.

2.2 Option to Renew. If you have fulfilled the following conditions to Winzer's satisfaction, you may renew your License at the end of the Term for an additional 5-year term ("Renewal Term"):

(a) You must substantially comply with this Agreement during the entire Term, including substantially satisfying all financial obligations to Winzer, its subsidiaries and affiliates, and your suppliers.

(b) You must have given written notice of renewal as provided in Subsection 2.3 of this Agreement.

(c) You must sign Winzer's then-current form of franchise agreement being offered to new franchisees, including attachments (with appropriate modifications to reflect that it relates to the renewal of your License, and provided that you will not be required to pay the then-current initial franchise fee or any renewal fee), which agreement and attachments will supersede in all respects this Agreement and any attachments. You agree that any terms of and modifications to this Agreement and any attachments expire when the Term expires, and that Winzer has no obligation to execute any similar terms or modifications for the Renewal Term. Winzer knows of no reason at this time why the renewal agreement would not contain a renewal option similar to this Section 2.2.

(d) You must sign a general release, in a form prescribed by Winzer, of all claims against Winzer, its Representatives, parent, subsidiaries and affiliates, and Representatives of Winzer's parent, subsidiaries and affiliates (except claims for current Periodic Gross Profits).

2.3 Notice of Renewal to Winzer. If You desire to renew the License, you must give Winzer written notice not more than 180 days and not less than 90 days prior to the expiration date of this Agreement. Within 30 days after its receipt of such timely given notice, Winzer will give you written notice of and reasons which could cause Winzer not to renew your License, including any deficiencies which require correction and a schedule for correction of the deficiencies by you. During the last 90 days before the expiration of this Agreement, Winzer has the right to withhold any unpaid remuneration equal to open customer accounts receivable balances to ensure that all accounts receivable will be paid on expiration of this Agreement. Any remaining funds will be released to you at renewal or on confirmation by Winzer that all customer accounts receivable balances and all other outstanding amounts you owe have been paid.

ARTICLE 3 - YOUR DUTIES AND OBLIGATIONS

3.1 Promotion and Management of Business. You must attend and successfully complete the New Franchisee Training Program to Winzer's satisfaction promptly after the Effective Date, and you must begin operating the Business promptly after attending and successfully completing the New Franchisee Training Program to Winzer's satisfaction. You (or any operating principal) must devote a substantial amount of personal attention and continuous best efforts throughout the Term to developing, managing and operating the Business. You are expected to diligently promote, market and work to increase sales of Approved Winzer Products, to increase your customer base, and to provide quality service and warranty support to your customers. During the Term, you may not own, operate, have any interest in, be employed by or perform any service for any business which offers products that are the same as or similar to products that are or could be offered under this Agreement, without the prior written approval of Winzer. If Winzer offers products as Approved Winzer Products, you may not sell the products except through the Business as Approved Winzer Products or otherwise in compliance with provisions in the Manual. You must personally manage all aspects of the Business and abide by the covenants in Sections 10.1 and 10.2 during the Term. If you are a legal entity, you must designate an Operating Principal on Attachment 1.

3.2 Franchisee Products. If Winzer does not offer products as Approved Winzer Products (including Special Orders), then you must request permission from Winzer to sell the products as Franchisee Products or otherwise in compliance with provisions in the Manual. If Winzer offers products as Approved Winzer Products, you may not sell the products or any similar products as Franchisee Products (see Section 3.1). You may sell Franchisee Products only under the following conditions, and under such other terms and conditions as Winzer may periodically specify in its Manual or otherwise in writing:

(a) When available, you must arrange to be named as an additional insured under insurance policies maintained by the vendors of Franchisee Products.

(b) In addition to your agreement to indemnify Winzer pursuant to Section 5.7, you further agree to defend, indemnify and hold Winzer harmless from any claims, damages,

judgments and losses, including any attorneys' fees, arising out of, in connection with, or as a result of any claims relating to your sales of Franchisee Products.

3.3 Required Monthly Averages. You must meet and maintain your Required Monthly Averages as set forth on Attachment 1, beginning your 1st full month and continuing throughout the Term or Winzer may terminate the License. However, if you become ill or incapacitated, on your request, Winzer will suspend your Required Monthly Averages for a period of time not to exceed 90 days.

3.4 Computer; Software; Forms. You must own or purchase an order entry device (iPad or PC) that complies with the specifications established by Winzer, and you must sign and comply with Winzer Corporation's Software License Agreement (Attachment 3) applicable to the use of its proprietary software ("Winzer Software"). You must use all of the features of the Winzer Software in operating the Business. You must accept and use upgrades of the Winzer Software as they become available, and you must upgrade your order entry device at your own expense (or discontinue using components of the computer) if WC releases updates or upgrades of the Winzer Software that your existing computer will not run. You must use the Order Forms and invoice forms specified by Winzer.

3.5 New Franchisee Training Program. Unless you are a Renewing Franchisee, you must attend and successfully complete the New Franchisee Training Program to Winzer's satisfaction, before operating the Business.

3.6 Ethics and Compliance With Laws. You and each Permitted Representative must comply with all federal, state and local laws, including all traffic and safety regulations. You must file all federal and state tax returns and timely pay all Federal Withholding Taxes, Federal Insurance Contribution Taxes, and all other federal, state and local income sales and other taxes. You and each Permitted Representative must refrain from engaging in any deceptive or unfair trade practice or any other sales, recruiting, advertising or other practices that are unethical or unprofessional, or that may harm Winzer, its franchisees or the goodwill or reputation associated with you, Winzer, Winzer's franchisees generally, the Marks or the System. Unethical or unprofessional practices include, but are not limited to: dishonesty in dealing with a Customer; theft of goods from a Customer; submission of a false or fraudulent Order Form to Winzer; falsely representing to Winzer that Approved Winzer Products or Franchisee Products have been ordered by a Customer; or use of profane language, or abusive and threatening behavior or language, directed toward Winzer Representatives or Customers.

3.7 Compliance With System and Manual. You recognize the value of Winzer's knowledge and experience and the value of the System. You acknowledge and agree that you must operate the Business in conformity with the System. You may not offer or sell to Customers any Approved Winzer Products or Franchisee Products outside of the System or the Business except in compliance with provisions in the Manual. You must operate the Business in conformity with the operating procedures established by Winzer in the Manual or otherwise in writing. Winzer will loan you a copy of the Manual for your use during the Term. The Manual will cover certain operational aspects of the Business. Winzer will send you updates to the Manual at Winzer's discretion. Any changes made by Winzer in the Manual relating to operating issues of the Business (but not containing any new material issues) of which you are notified in any update or otherwise

in writing will be binding upon you, and your signature will not be required to make such changes effective.

3.8 Payment Obligations. You must timely pay all amounts owed to Winzer and other creditors relating to the Business.

3.9 Permitted Representatives. Every person, other than you, involved in sales or customer contact in the Business, whether as an employee or as an independent contractor, must become a Permitted Representative and must sign our Permitted Representative Confidentiality Agreement. Winzer may charge you reasonable fees for products, services or training provided to your Permitted Representatives. You may not hire or engage a Permitted Representative if the Permitted Representative's involvement in the Business, in Winzer's reasonable judgment, would be a violation of any court order, settlement agreement, noncompetition covenant or similar document. You must notify each Permitted Representative, upon hiring or engagement, that Winzer has a franchise program. You must require and cause each Permitted Representative to comply with each term of this Agreement that explicitly relates to Permitted Representatives, and with each other term of this Agreement, and each operating procedure established by Winzer in writing in the Manual or otherwise, relating to sales, order placement, reporting, trademark use, non-disclosure and other activities involving the Permitted Representative's participation. In this regard, you acknowledge and agree that any Permitted Representative's acts, omissions or violations will be considered, for purposes of this Agreement, an act, omission or violation by you. Otherwise, Winzer will not exercise any control over a Permitted Representative, each of whom will be entirely under your control and direction.

3.10 Web Site and Social Media. You must use Winzer's approved web site. You may not maintain a separate web site for the Business on the Internet. You may not otherwise offer or sell Approved Winzer Products or Franchisee Products on the Internet except through Winzer's approved system. You may not create social media or mobile media accounts for the Business without Winzer's prior written approval.

ARTICLE 4 - WINZER'S DUTIES

4.1 New Franchisee Training Program. Before you begin to operate the Business, Winzer will provide a New Franchisee Training Program. The New Franchisee Training Program will include classroom training in Plano, Texas or at another location that Winzer designates. Winzer will pay your reasonable travel, lodging and meal expenses related to attending the New Franchisee Training Program, but you must pay any other incidental expenses related to attending the New Franchisee Training Program, and you must pay all travel, lodging, food and other expenses for any of your Permitted Representatives who attend the New Franchisee Training Program.

4.2 Other Training or Assistance. Unless you are a Renewing Franchisee, at your request, Winzer will provide you a 1-to-3-day training program at your location within the 1st 3 months after you start operation of the Business. This training will be at Winzer's cost, but if you request further additional training or assistance, you may be required to pay Winzer a reasonable daily fee and to reimburse Winzer for reasonable travel expenses incurred in connection with providing such training or assistance.

4.3 Periodic Meetings. Winzer may periodically hold meetings at Winzer's headquarters or at other locations designated by Winzer, for which Winzer may charge you a fee to cover its costs. If you, or your Permitted Representatives, choose to attend, you must pay travel, lodging, meal and miscellaneous expenses for your attendees.

4.4 Quality Assurances. Winzer will use reasonable efforts to meet or exceed industry standards and fill rates, and to sell quality products.

4.5 Sales Reports. Winzer will use reasonable efforts to provide you with timely, accurate and useful reports of sales from your Business.

4.6 Major Changes to Product Line. Winzer will use reasonable efforts to consult with groups of franchisees before making major changes in the Approved Winzer Products line.

4.7 Useful Software. Winzer will use reasonable efforts to make available to you, software that is useful in conducting your Business.

4.8 Product Information Materials. Winzer will use reasonable efforts to provide you with updated product information materials on a routine basis.

4.9 Order Entry Device. Before you begin to operate the Business, Winzer will assist you in installing and configuring the Winzer Software on your order entry device (iPad or tablet PC).

4.10 Manual. Before you begin to operate the Business, Winzer will lend you a copy of the Manual and will answer your questions about it. Winzer will provide you with updates to the Manual on a periodic basis. The Manual contains both mandatory specifications, standards, operating procedures and rules, and non-mandatory guidelines and recommendations for the development of the Business. The mandatory provisions of the Manual, including the mandatory specifications, standards, operating procedures and rules applicable to the System, and any modifications that Winzer makes to those provisions, are provisions of this Agreement as if fully stated in this Agreement.

4.11 Approved Winzer Products List. Winzer will provide you with an Approved Winzer Products List. Winzer will periodically provide you with updates to the Approved Winzer Products List.

4.12 Web Site and Electronic Communication. Winzer may maintain a web site or web sites on the Internet or any comparable electronic network or other existing or future form of electronic communication, including but not limited to, social media and mobile media, to advertise and promote the System and the products and services marketed by Winzer and its franchisees. Any representations and warranties of any kind whatsoever, express or implied, regarding Winzer's web site(s) and/or other electronic communication, including representations and warranties as to the operation, functionality, lack of interruption or resources of the web site(s) and/or other electronic communications, are expressly excluded. Without limiting the foregoing, Winzer disclaims any warranties of merchantability and fitness for a particular purpose as to the web site(s) and other electronic communication. As to any malfunctioning of Winzer's web site(s) and other electronic communication, Winzer will not be liable to you for any consequential, incidental, indirect, economic, special, exemplary or punitive damages, including but not limited to, loss of revenue or anticipated profits or lost business, even if you have advised Winzer that such damages are possible as a result of any breach of warranty or malfunction.

4.13 Start-Up Materials. Before you begin to operate the Business, Winzer will provide you with start-up materials, such as catalogs, brochures, promotional items, etc.

ARTICLE 5 - THE PARTIES' RELATIONSHIP

5.1 Independent Contractor. Your Business is separate from Winzer's business. Under this Agreement, you are an independent contractor with entire control and direction of the Business, subject only to the terms of this Agreement and its attachments. This Agreement is not intended to and does not create a fiduciary or other special relationship between the parties, or make any party a principal, agent, legal representative, parent, affiliate, subsidiary, joint venturer, partner, employer, joint employer, employee or servant of any other party for any purpose. In that regard:

(a) Winzer has no right or duty to operate the Business and disclaims any liability under this Agreement for any damages arising out of the operation of the Business.

(b) You are solely responsible for recruiting, interviewing, hiring, determining the terms of employment of, compensating, keeping the time of, processing the payroll of, providing work resources to, scheduling, supervising, disciplining and firing your personnel, and your personnel are not Winzer's employees, independent contractors or agents. Winzer has no right or duty to supervise, or to exercise control over, your personnel in the operation of the Business, and disclaim any rights or responsibilities as to your personnel. You are solely responsible for consulting with your own third-party human resources ("HR") service provider and/or legal counsel concerning compliance with applicable laws and regulations related to employees and independent contractors, and for complying with those laws and regulations

(c) Except as provided in this Agreement, you are solely responsible for training your personnel. To the extent that Winzer provides you with materials and other resources related to training your management and non-management personnel and maintaining the goodwill of the System and the Marks, and not in order to give Winzer control of the day-to-day operation of the Business, you must use those resources as Winzer directs. To the extent that Winzer provides you with guidelines, recommendations, materials and other resources related to training your management and non-management personnel on other matters, you may use those resources, or may choose to use alternate resources, so long as your personnel are trained to operate the Business in a System-compliant, legal and safe manner.

(d) You are solely responsible for establishing and enforcing your own policies related to personnel practices and labor relations. To the extent that Winzer provides you with guidelines, recommendations and materials related to personnel practices and labor relations, you may use those resources, or may choose to use alternate resources. You are solely responsible for consulting with your own third-party HR service provider and/or legal counsel concerning compliance with applicable personnel and labor relations laws and regulations, and for complying with those laws and regulations

5.2 Notice to Public, Etc. During the term of the Business, you agree to hold yourself out, to the public, public officials, your suppliers and others, as an independent contractor operating the Business pursuant to rights granted by Winzer, but not jointly with Winzer. You agree to take any reasonable action that Winzer considers necessary to that end, including exhibiting notices of the parties' relationship in a conspicuous manner at the Business, and on websites, letterhead, forms,

business cards, electronic communications, advertisements, and other materials Winzer designates. Winzer reserves the right to specify and change the content and form of these notices.

5.3 Statements to and Acknowledgements by Your Personnel. During the term of the Business, you shall hold yourself out to all current prospective employees and independent contractors, as an independent contractor operating the Business pursuant to rights granted by Winzer, but not jointly with Winzer. You shall take any reasonable action that Winzer considers necessary to that end, including (i) stating conspicuously on each employment application that the prospective employee is applying to be your employee and not an employee of Winzer, (ii) printing your entire business name, not Winzer's brand name and/or logo, on your payroll checks and/or payroll-related communications to your personnel, and (iii) requiring your personnel to sign acknowledgements that they are not employees of Winzer, even though they are selling products and services identified by Winzer's brand name and/or logo, are receiving communications that contain Winzer's brand name and/or logo, may have applied for a job with you through Winzer's website(s), or may communicate with or receive non-mandatory feedback, coaching or recommendations from Winzer representatives in emails or other electronic or written communications, or during telephone calls, meetings or inspections. Winzer reserves the right to specify and change the content and form of these statements and acknowledgements.

5.4 Financial Records and Reports; Inspections or Audits. You must keep complete and accurate Business Records. You must submit to Winzer any financial or statistical reports, records, statements, tax returns or other information that Winzer deems to be required or desirable, in the forms and at the times and places Winzer states, in the Manual or otherwise in writing. On Winzer's request, you must permit Winzer and its representatives to inspect or audit your Business Records (including those Business Records kept by your Permitted Representatives) during regular business hours. During any inspection or audit, you agree to cooperate fully and to give any assistance reasonably requested. If an examination or audit discloses sales of Franchisee Products that do not comply with Sections 3.1 and 3.2, Winzer may reclassify the sale as a sale of Approved Winzer Products, and you must promptly pay any amounts owed to Winzer, plus interest in accordance with Section 16.2 of this Agreement, calculated daily from the due date until paid. If an examination or audit discloses any unreported product sales or underpayment of any fee for any reason, you must promptly pay a Service Fee on any unreported product sales or pay the deficient amount, plus interest in accordance with Section 16.2 of this Agreement, calculated daily from the due date until paid. If an examination or audit is made necessary by your failure to furnish in a timely manner any financial or statistical reports, records, statements, tax returns or other information that Winzer requests, or an audit or examination discloses more than 5% of the sales of your Business are subject to reclassification from a sale of Franchisee Products to a sale of Approved Winzer Products, you must also reimburse Winzer for the cost of having your Business Records examined or audited, including any reasonable expenses for travel, meals and similar expenses. These rights will be in addition to any other rights or remedies that Winzer has under this Agreement or otherwise.

5.5 Insurance Procured by Winzer. Until further notice to you, Winzer will maintain the Required Policies at its cost. Winzer may maintain the Required Policies for you or for Winzer, or for a group of WINZER franchisees as Winzer decides, and the Required Policies may list any number of beneficiaries or additional insureds as Winzer decides. You are responsible for any liability not covered by the insurance (for example, any liability under any deductible or above

any coverage limit). On your written request, Winzer will provide you with copies of the Required Policies. Winzer may stop or change this program on reasonable written notice to you.

5.6 Insurance Procured by You. If Winzer notifies you that it will not purchase the Required Policies, Winzer will notify you of the insurance that you must obtain and maintain, and you must obtain that insurance within 30 days of Winzer's written notice to you. As to the insurance, Winzer may specify policy amounts, deductibles, terms, expiration dates and types of risks, for your protection, and for the protection of Winzer, Winzer Corporation and each of their respective officers, directors, employees and agents. Any requirements may differ from Winzer's practices regarding the Required Policies. The insurance company writing such coverage must be rated no less than A-X by A.M. Best. The insurance policy must name Winzer, Winzer Corporation and each of their respective officers, directors, employees and agents as additional insureds for premises operations and products completed operations, and cannot contain any language that modifies the definition of "insured contract" as defined by ISO form CG 00 01. You must maintain comprehensive general liability insurance, including premises operations coverage, with limits not less than \$1,000,000 per occurrence and aggregate limits of \$2,000,000 for each aggregate and with a deductible of not more than \$2,500. Winzer may periodically increase or modify any insurance coverage requirements.

5.7 Additional Insurance Procured by You. You are encouraged to consider whether to obtain additional insurance of your choice. Nothing in this Agreement, including Sections 5.5 or 5.6, implies that the insurance required by Winzer will be sufficient for your needs. In addition to the insurance obtained by Winzer pursuant to Section 5.5 or by you pursuant to Section 5.6, you must also obtain the following insurance, and Winzer may periodically increase or modify these insurance coverage requirements:

(a) Automobile liability insurance, including owned, hired and non-owned vehicle coverage, with at least a \$500,000 combined single limit. You must name Winzer as an additional insured on your automobile liability policy.

(b) Worker's compensation, employer's liability and unemployment insurance, and any other insurance that may be required by law.

5.8 Notice of Adverse Actions, Awards, Claims, Decrees, Demands, Injunctions, Orders, Proceedings, Suits or Writs. You must notify Winzer of the commencement of any adverse action, suit or proceeding, or the issuance of any adverse award, decree, order, writ, garnishment, levy or injunction by any court, agency or other governmental instrumentality, or any other adverse claim or demand made against you, the Business, or Winzer within 3 days of receiving notice of the action, award, claim, decree, demand, injunction, order, proceeding, suit or writ. You must cooperate with Winzer in every way possible to defend such claim or demand. You must, when requested, make appearances at depositions and other court proceedings to represent or reinforce such defenses. If the defense does not involve issues concerning the operation of your Business or issues concerning the personal liability of you or any of your Permitted Representatives, Winzer will reimburse you for all reasonable out-of-pocket costs incurred in connection with assisting in the defense.

5.9 Your Indemnification. You must indemnify, defend and hold Winzer harmless from all claims, actions, damages, judgments, attorneys' fees and other costs, expenses and losses, arising

out of, in connection with, or as a result of your negligence, or any acts or omissions by you and any of your Permitted Representatives in connection with the operation of the Business (including any disputes between you and any Permitted Representative), including claims, damages, judgments, and losses arising from any unauthorized statements or warranties made by you with respect to the products or with respect to Winzer. You acknowledge (i) that Winzer does not have any reserved or general right to exercise control over, and does not exercise any indirect or direct control over, the day-to-day operation of the Business (including operations-related functions such as safety and security, the use of equipment and motor vehicles, and the delivery of products and services to customers, and personnel-related functions such as recruiting, interviewing, hiring, determining terms of employment, compensating, timekeeping, payroll processing, providing work resources, scheduling, supervising, disciplining and firing), (ii) that all liability arising out of the operation of the Business is therefore your responsibility, and (iii) that your indemnification obligation under this Article 5 covers any “joint employer,” “agency,” “ostensible agency” or similar claims by third parties based on the establishment or operation of the Business. You are responsible for any liability not covered by any insurance policy, whether the policy was procured by Winzer or by you. Also, you must indemnify Winzer for any expenses arising out of any claim directly or indirectly related to or in connection with Winzer’s payments to you for uncollected receivables, if the claim does not arise from the negligent or wrongful conduct of Winzer. You acknowledge that Winzer may file a Uniform Commercial Code Financing Statement (“UCC-1”), to secure your indemnification obligation.

5.10 Winzer’s Indemnification. Winzer will indemnify, defend and hold you harmless from and against all claims, actions, damages, judgments, attorneys’ fees and other costs, expenses and losses, arising out of actual negligence by Winzer in operating Winzer’s own business.

ARTICLE 6 - FEES, PRODUCTS AND PERIODIC GROSS PROFITS

6.1 Initial Franchise Fee. As consideration for the License granted herein, you must pay to Winzer an initial franchise fee in the amount stated on Attachment 1 on or before the Effective Date. Your initial franchise fee must be paid in cash, and is fully earned and non-refundable on the Effective Date.

6.2 Service Fee.

(a) You must pay Winzer a Service Fee on the Retail Sales of all Approved Winzer Products and Franchisee Products equal to ~~14~~**16**% of your Annual Gross Sales, as defined in Section 17.1(1), unless you qualify for the following reduced Service Fee percentages based on Annual Gross Sales:

Annual Gross Sales	Service Fee Percentage
<u>\$200,000 to \$349,999</u>	<u>14%</u>
\$250,001 to <u>\$350,000 to \$499,999</u>	12%
\$350,001 <u>500,000 to \$450,000</u> 749,999	10%
\$450,000 and above <u>750,000 to \$999,999</u>	9%
<u>\$1,000,000 or more</u>	<u>8%</u>

(b) If you have pre-existing customers, for 90 days after the Effective Date, your Service Fee may be based on the Annual Gross Sales reported by your pre-existing customers. After 90 days, you must pay in accordance with this [Section 6.2](#).

6.3 Sale of Approved Winzer Products and Franchisee Products. Winzer will sell Approved Winzer Products to your Customers on terms in effect when you place the order. You may set any price you choose for sales to Customers of any Approved Winzer Products, Franchisee Products and Special Orders, but Winzer may reject any order if the terms of sale do not meet Winzer's billing and collection practices, or otherwise fails to comply with this Agreement or the Manuals. Each order must be documented on an Order Form, and Order Forms must be transmitted to Winzer by computer or as Winzer may periodically specify. Winzer may reject any order that is not documented in the format required by Winzer. Winzer may periodically prescribe the format or procedures for Order Forms in the Manual or otherwise in writing. Each Order Form must sufficiently describe the Approved Winzer Products, Franchisee Products and any Special Orders, and must clearly distinguish the Approved Winzer Products from any Franchisee Products or Special Orders that may be listed on the Order Form. Only Winzer may send invoices to Customers for Approved Winzer Products, Franchisee Products and Special Orders. You will have no claim to or interest in any Winzer Receivables. You may not sell products to Customers under any other circumstances without prior written permission from Winzer.

6.4 Periodic Gross Profits. The Periodic Gross Profits from your operation of the Business will be the total invoiced amount of the Retail Sales of Approved Winzer Products, Franchisee Products and Special Orders that are invoiced and shipped during the applicable Billing Period, minus (a) an amount equal to Winzer's then-current Franchisee Costs, (b) applicable Service Fee payments, (c) amounts due to Winzer from you for any reason, including but not limited to, promissory notes or indemnification, and (d) Franchisee Taxes. Failure by you to generate positive Periodic Gross Profits from your operation of the Business resulting in negative remuneration for 3 or more Billing Periods during any rolling 6-month period during the term of the License is grounds for default and immediate termination with notice under [Section 13.3\(k\)](#).

6.5 Periodic Gross Profits Procedures. During the Term, Winzer will send you a Periodic Gross Profits Statement for the previous Billing Period that will show the Periodic Gross Profits earned by you, less any charges, offsets or deductions.

6.6 Credit Billing and Collection; Deductions From Periodic Gross Profits. Winzer's billing and collection practices affecting you and your Customers are fully described in the Manual. Your Customers are bound by the terms of their WINZER accounts. Since Winzer owns the accounts receivable from your Customers, and Winzer generally pays you before your Customer pays Winzer, Winzer reserves the right to exercise its discretion in collection of receivables and in the shipment of future orders to past-due customers. You bear the risk of uncollected and not reasonably collectible invoices. In addition to the deductions described in [Section 6.4](#), Winzer may deduct from your Periodic Gross Profits: (a) reasonable fees for a bad check received from any Customer; ~~and~~ (b) [Credit Card Merchant Fees and/or Third Party Bill Payment Service Fees incurred relating to Customers paying their invoices in such a manner](#) (c) the amount of any credit given by Winzer to any Customer in settlement of any complaint or return; (d) [amounts associated with invoices that Winzer believes are not collectible within a reasonable amount of time; and](#) (e) [amounts associated with invoices that significantly exceed the customer's historical purchases or credit limits](#) If Winzer collects a gross amount previously

deducted from your Periodic Gross Profits, Winzer will credit the amount, less Winzer's collection costs, on your next Periodic Gross Profits Statement.

6.7 Sales Taxes. Winzer is responsible for collecting and reporting sales and use taxes applicable to sales of Approved Winzer Products, less sales and use taxes on Approved Winzer Products that are returned or credited. You must obtain documentation that Winzer requests in connection with sales of Approved Winzer Products, Franchisee Products and Special Orders, including "resale certificates" and similar documentation from customers as to Approved Winzer Products that will be resold by customers. You must pay any Franchisee Taxes. If Winzer determines in its discretion that it must pay Franchisee Taxes on your behalf, then the amounts of Franchisee Taxes paid by Winzer will be obligations by you to Winzer, payable on demand.

ARTICLE 7 - PURCHASES OF SELECTED FRANCHISEE ACCOUNTS RECEIVABLE FOR COLLECTIONS ONLY

7.1 Purpose of This Article. This Article 7 does not apply to the Retail Sales of Approved Winzer Products, or to the accounts receivable arising from such Retail Sales. This Article 7 will govern Winzer's purchases of your receivables arising from the Retail Sales of Franchisee Products.

7.2 Winzer's Discretion in Purchasing. Winzer may purchase any Franchisee Receivables that Winzer selects, but is not required to purchase any of your Franchisee Receivables. Winzer normally will not purchase any Franchisee Receivable unless Winzer is able to sell or pledge the resulting Assigned Receivable to Winzer's Lender in exchange for payment or loan advances from Winzer's Lender.

7.3 Service Fees on Franchisee Receivables. Even if Winzer does not purchase a Franchisee Receivable, Winzer may continue to perform certain billing and collection services on all Franchisee Receivables, and Winzer will be entitled to its Service Fee on those Franchisee Receivables.

7.4 Purchase Price for Assigned Receivables. For each Assigned Receivable, Winzer will pay you the Net Amount of such Assigned Receivable. Winzer will include the Net Amount of your Assigned Receivable in calculating your Periodic Gross Profits.

7.5 Routine Purchases. You are deemed to offer to sell to Winzer all of the Franchisee Receivables you create. Although Winzer has no obligation to purchase any Franchisee Receivables under Section 7.2, all of your Franchisee Receivables will be deemed purchased by Winzer unless Winzer notifies you of any Franchisee Receivables not purchased. Winzer will provide to you a periodic statement of Winzer's purchases of Franchisee Receivables, which will be considered correct and binding on you as an account stated unless you notify Winzer otherwise within 30 days.

7.6 Dispositions by Winzer. Winzer may sell or assign any or all Assigned Receivables to any purchaser, and may pledge or grant a security interest in any or all Assigned Receivables to Winzer's Lender. You have no interest in any Assigned Receivables.

7.7 Your Representations. To induce Winzer to purchase Franchisee Receivables, you are deemed to make certain representations every time you create a Franchisee Receivable that Winzer may purchase. If you are unwilling or unable to make all these representations at any time when a

Franchisee Receivable could be purchased by Winzer, you must notify Winzer in writing in advance of Winzer's purchase of the Franchisee Receivable (and in any event by the earlier of (i) the end of the Billing Period in which the sale occurred, or (ii) the 3rd day after transmitting to Winzer the Order Form related to such Franchisee Receivable) so Winzer may consider the lack of these representations in deciding whether to purchase such Franchisee Receivables. Your representations are as follows:

(a) On each sale to Winzer of a Franchisee Receivable, Winzer will be the sole owner of the resulting Assigned Receivable, free from any lien, claim or encumbrance.

(b) As to each Franchisee Receivable: (i) that the Franchisee Receivable is a valid debt based on an actual sale of goods from your own inventory; (ii) Franchisee Products that created the Franchisee Receivable were sold in the ordinary course of your Business, were ordered by, delivered to, and accepted by the customer; (iii) the customer is unconditionally obligated to pay the full Net Amount stated in the Order Form, plus shipping and handling fees, insurance charges, and taxes applicable to such sale, without offset or reduction; (iv) the Franchisee Receivable is immediately due for payment by the customer; (v) the customer has not paid anything on the Franchisee Receivable; (vi) the Franchisee Receivable will be fully paid by the customer in the normal course (and in any event, within 120 days of its invoice date); and (vii) the Franchisee Products that created the Franchisee Receivable are not Approved Winzer Products.

7.8 Repurchases by You. You must repurchase all Assigned Receivables designated by Winzer if any of the following occurs: (a) Winzer receives payment on any Assigned Receivable by means of a bad check; (b) any Assigned Receivable has not been collected within 120 days after its invoice date; (c) any Assigned Receivable has not been collected 60 days after its invoice date, and Customer has a history of delinquent payments; (d) any Assigned Receivable was based on an erroneous, false or fraudulent order by you, in Winzer's good faith judgment; (e) any Assigned Receivable is uncollectible due to Customer's bankruptcy, insolvency or other circumstances, in Winzer's good faith judgment; (f) 10% or more of the Assigned Receivables due from a customer remain unpaid more than 60 days after the invoice dates; or (g) Winzer determines, or receives notice from you, that an Assigned Receivable does not conform with any of your representations in Section 7.7.

7.9 Repurchases For Gross Amount. Winzer will pay the Net Amount of a Franchisee Receivable when purchasing, but if it becomes a Repurchase Account, then you must pay Winzer the Gross Amount of the Repurchase Account. Winzer may deduct this from your Periodic Gross Profits. Winzer will not refund its Service Fee applicable to such account.

7.10 Winzer Ownership. You agree that Assigned Receivables are solely Winzer's property, and you have no claim in them. You represent that any lien or claim by any customer of yours against you will not be a lien or claim against Winzer, and will not affect the Assigned Receivables.

7.11 No Other Liens By You. You must not grant a security interest in your collateral without Winzer's prior written consent.

7.12 Winzer's Collection Efforts. Until you are notified otherwise in writing, Winzer will, on its own behalf, collect all payments on Assigned Receivables as Winzer's property, and Winzer will, on your behalf, collect all payments on Franchisee Receivables. As partial compensation,

Winzer will receive its Service Fee on all such receivables. Winzer need not make any greater collection efforts than those Winzer normally makes.

7.13 Your Receipts. You must receive payments on, or grant any credit or adjustment to, Assigned Receivables only in compliance with the Manual.

7.14 Disputes. You must immediately report to Winzer all customer disputes or any other matter affecting the value or collectability of any Franchisee Receivables or Assigned Receivables. All such disputes must be promptly adjusted, at your own cost and expense. Winzer may, in its discretion, settle, adjust or compromise disputes relating to Assigned Receivables. Any settlement paid or credit given by Winzer to resolve such dispute will be charged to you.

ARTICLE 8 - PROPRIETARY MARKS

8.1 Grant of License. Winzer grants you a non-exclusive license to use the Marks in operating your Business only in accordance with this Agreement. This License is non-transferable, except in accordance with Section 12.

8.2 Rights of Winzer. You must use the Marks in compliance with rules set forth at any time by Winzer. You may not use any Mark in connection with the sale of any unauthorized product or service or in any other manner.

8.3 Winzer's Approval. You must obtain Winzer's prior written approval for the use of the Marks and the WINZER name in your advertising, promotional or personal use, whether printed or written, including but not limited to, giveaways, stationery, forms and business cards.

8.4 Restrictions. You must not use any Marks or any variant or confusingly similar word or mark: (a) in connection with the offer of sale of any good or service other than Approved Winzer Products; (b) in any corporate or other legal entity name; (c) with any prefix, suffix, or other modifying word, term, design or symbol; (d) in any content of any Internet web site or any Internet web page; (e) in or as part of any domain name for any Internet web site; (f) in or as part of any Internet or e-mail address; (g) in or as part of any list of names or words included in any search engine associated with any Internet web site; or (h) in any other manner that may incur any obligation or debt on behalf of Winzer.

8.5 Ownership. You will have no right, title or interest in or to any of the Marks except the limited right to use the Marks in accordance with the terms of this Agreement. You must not represent that you acquired any ownership in the Marks. All uses of and all goodwill associated with the Marks will be for the benefit of and the property of Winzer. You must not attribute any monetary value to goodwill associated with the Marks. You must not, during or after the Term, dispute or impugn the validity of or Winzer's rights in the Marks, do or permit any act or thing to be done in derogation of any of Winzer's rights in the Marks, or apply for, attempt to obtain or accept any registration in any of the Marks.

8.6 Defense of Actions. You must notify Winzer immediately of any claim or infringement against the Marks, Confidential Information or the System, and must without compensation cooperate in all respects with Winzer in any legal proceeding involving the Marks, Confidential Information or the System. Winzer will have the sole and absolute right to determine whether it will commence or defend any litigation involving the Marks, its Confidential Information or the System and, will, at its expense, control and conduct any such litigation. If you are named as a

defendant in any action solely because the plaintiff alleges that you do not have the right to use the Marks, then if you immediately notify Winzer, Winzer will defend such action and will indemnify and hold you harmless of all damages assessed against you in such action. If Winzer prevails in a suit that results in the payment of damages or costs, such amounts will be the exclusive property of Winzer. **Other than specifically stated above, Winzer makes no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Marks.**

8.7 Changes in Marks. If Winzer ever decides it is advisable for you or Winzer to modify or stop the use of any Mark, you must promptly comply with Winzer's directions.

ARTICLE 9 - WARRANTY

All Approved Winzer Products are subject to warranty and liability limitations of Winzer's written product warranty, which Winzer can modify at any time at its discretion. Winzer has the sole right to resolve all warranty claims, either directly with the customer or through you, and such action will be binding on you.

ARTICLE 10 - CONFIDENTIAL INFORMATION

10.1 Basic Agreement. You acknowledge that the System involves Winzer revealing to you its Confidential Information for use only in connection with the operation of the Business. You may disclose Confidential Information during the Term only to your Permitted Representatives as needed in the Business. You must not, at any time, disclose or communicate any Confidential Information to any person outside of the WINZER franchise system. You must not, during the Confidentiality Period, use or allow the use of any Confidential Information in any manner not specifically authorized by Winzer for the benefit of yourself or any other person. You agree that use of any Confidential Information contrary to the terms of this Agreement is an act of infringement that will cause irreparable injury to Winzer.

10.2 Permitted Representatives. In order to protect the Confidential Information, you must require each Permitted Representative to execute Winzer's Permitted Representative Confidentiality Agreement (Exhibit H), before commencing employment or otherwise engaging in any other activities as a Permitted Representative. You must submit to Winzer a duplicate original of the executed Permitted Representative Confidentiality Agreement before the Permitted Representative commences employment or any other activities.

10.3 Protection of the System. You recognize your continuing obligation to use your best efforts to promote the Business during the Term and acknowledge that: certain methods of doing business and other elements comprising the System are proprietary, and have been developed by Winzer at great effort, skill, time and expense; and you will have regular and continuing access to valuable Confidential Information regarding the System. You accordingly agree to the covenants of this Article 10 in order to protect and preserve Confidential Information, the System and the identification of the Business under the Marks. You must not, without Winzer's prior written consent, directly or indirectly, for yourself or through, on behalf of or in conjunction with any person or entity:

(a) Disparage Winzer, its Representatives, the System, the Business or other Winzer franchisees, during or after the Term;

(b) Induce or try to induce any of Winzer's franchisees or suppliers, or any Customers other than your Protected Customers, to leave Winzer or cease doing business with Winzer, during the Confidentiality Period;

(c) Divert or attempt to divert any of your Protected Customers to any other company by direct or indirect inducement or otherwise, during the Term;

(d) Engage in activities other than those approved under the System; or own, operate, maintain, have any interest in, be employed by, engage in or perform any services for any business that offers or sells, or that franchises or licenses others to offer or sell, services or products to your Protected Customers that are the same as or substantially similar to Approved Winzer Products or any other products or services that were or could have been offered by you under this Agreement, during the Term.

10.4 Remedies. You agree that your violation of any term of this Article 10 will cause irreparable injury to Winzer for which no adequate remedy at law is available, and entitles Winzer to seek equitable and any other appropriate relief. You further agree that Winzer will be entitled to an accounting and repayment of all profits, compensation or other benefits that you have realized and/or may realize as a result of, arising out of or in connection with any such breach.

10.5 Reduction of Covenants and Defenses. You agree that Winzer may, in its sole discretion, reduce the scope of any covenant in this Article 10, effective immediately on written notice from Winzer, and you agree that you will promptly comply with any covenant so modified, which will be fully enforceable notwithstanding any other provision of this Agreement. You further agree that any claim you may have against Winzer, whether or not related to the Business, will not be a defense to the enforcement by Winzer of any provision of this Article 10.

ARTICLE 11 - YOUR ABILITY TO PERFORM UNDER THIS AGREEMENT

11.1 Representations as to Existing Agreements. You represent and agree that you will not use any confidential information or trade secret of any former employer or any other person in performing your obligations under this Agreement, and that you will not hire or engage any Permitted Representative who does not or cannot also make the same representation and agreement. You represent that you are not subject to a currently valid or effective agreement of employment or non-competition, or any other agreement, that in any way impairs your ability to enter into this Agreement or to fully perform your obligations hereunder.

ARTICLE 12 - TRANSFER OF INTEREST

12.1 Transfer of Your Interest. Neither you nor any individual, partnership, corporation or other entity that owns any interest in you must transfer any interest in this Agreement, or in your License or the Business, or in any capital or common stock in the License or Business, or in all or substantially all of the assets of your License or the Business (collectively the "franchise interest"), without Winzer's prior written consent.

12.2 Conditions for Transfer. Winzer will not unreasonably withhold its consent to a transfer, if the following conditions are met:

(a) You must not be in default of any term of this Agreement, including any obligation to pay any amount to Winzer or any of its subsidiaries or affiliates;

(b) You must execute a general release, in a form prescribed by Winzer, of all claims against Winzer and its representatives, and Winzer's subsidiaries and affiliates and their representatives (except claims for current Periodic Gross Profits);

(c) Winzer must be satisfied that the transferee (i) has the ability to successfully operate that Business, (ii) has an acceptable credit rating, (iii) has adequate financial resources and capital to operate to Business according to Winzer's requirements, and (iv) will not remain involved, directly or indirectly, in any business that in any way competes with a WINZER franchise;

(d) The transferee must execute on transfer Winzer's then-current form of the franchise agreement being offered to new franchisees, including attachments, which agreement and attachments will supersede this Agreement and any attachments, and the transferee must attend and successfully complete the New Franchisee Training Program to Winzer's satisfaction;

(e) You and the transferee must sign the documents necessary to transfer to the transferee any agreements or other documents that Winzer may reasonably require; and

(f) Winzer must be satisfied with form and content of any transfer documents on any transfer permitted under this Article 12.

12.3 Retirement Assistance. If you notify Winzer in writing that you desire to explore retirement options, then Winzer will use reasonable efforts to assist you in developing a plan for selling the Business, which may include:

(a) Assistance with transaction negotiations, and financial redistribution of monies between buyer and seller (provided, however, Winzer is not responsible for any costs of assessing the value of the Business or expenses for your legal counsel);

(b) A contract/repayment term that coincides with the Term;

(c) A revertible clause with the first right of refusal going to you, the seller.

12.4 Security Interest. You may not grant or receive a security interest in the Business or this Agreement without Winzer's prior written consent.

12.5 Transfer by Winzer. Winzer may assign this Agreement and its rights hereunder to any person in whole or in part from time to time. Without limitation, Winzer may sell its assets or stock, the Marks, or its System to a 3rd party; may go public; may engage in a private placement of its securities; may merge, acquire other corporations, or be acquired by another corporation, which could have the effect of Representatives or independent contractors of such former competitor calling on your Protected Customers; may undertake a recapitalization, spinoff, leveraged buyout or other financial restructuring; and, with regard to any or all of the above, you waive any claims related thereto, to the loss of said Marks (or any variation thereof) and/or the loss of association with or identification of Winzer as Winzer hereunder. In any assignment by Winzer, Winzer need not remain in its current business or distribute products. Nothing requires Winzer to continue to offer franchises.

12.6 Your Death or Disability. You must name a person (your "Designee") on Attachment 1 who is responsible for actively directing your business affairs regarding the Business in the event of your death, disability, or other verifiable health condition that significantly impairs your ability

to operate the Business. Under such conditions, Winzer will work with your Designee and permit your heirs, legatees, personal representative, conservator or guardian, as applicable, to keep or transfer the Business within 90 days from the date of such event, subject to compliance with Section 12.2. If you fail to name a Designee and/or your heirs, legatees, personal representative, conservator or guardian, as applicable, fail to continue operating or transfer the Business within 90 days from the date of the event, Winzer has the right to terminate the franchise without giving them an opportunity to cure.

12.7 Your Transfer to a Legal Entity. If a proposed transfer is to a legal entity controlled by you that is formed for the convenience of ownership, Winzer's consent to the transfer may, in its sole and absolute right, be conditioned on the following requirements:

- (a) The legal entity's activities will be confined exclusively to operating the Business.
- (b) You will own a majority stock interest or partnership interest in the transferee legal entity, and will act as its principal operating officer, member, shareholder or partner (as designed on Attachment 1.)
- (c) Copies of the transferee legal entity's Certificate and Articles of Incorporation, Certificate and Articles of Organization, Certificate and Agreement of Partnership, By-Laws, resolution authorizing entry into this Agreement and any other significant governing documents, promptly will be furnished to Winzer and each stock certificate, evidence of ownership, or certificate of interest will have conspicuously endorsed on its face a statement in a form satisfactory to Winzer that it is held subject to, and that further transfer is subject to, all restrictions on transfers in this Agreement.
- (d) You will maintain a then-current list of all principals and beneficial owners, and periodically furnish the list to Winzer on request.
- (e) You will sign transfer documents as reasonably requested by Winzer.

ARTICLE 13 - DEFAULT AND TERMINATION

13.1 Early Voluntary Termination By You. You may make an early voluntary termination of your License only as stated in the Cancellation Agreement (Attachment 2). You may not make an early voluntary termination if you are a Renewing Franchisee, a Transferee, you enter into this Agreement in connection with a sale to Winzer of some or all of your pre-existing business, or if Winzer pays any consideration to you in connection with the granting of your License.

13.2 Other Termination By You Prohibited. You acknowledge that termination of your License during the Term, other than as outlined in Section 13.1 or due to an approved transfer under Article 12, will cause Winzer actual damages comprised of losses of revenue and future profits, lost opportunity, costs, adverse effects on Winzer's strategic plans, additional costs to administer the System, costs of training, and costs to identify and find new or replacement franchisees. You acknowledge that the fact of these actual damages is certain and reserve to Winzer the right to recover such actual damages if you terminate your License except in accordance with the terms of this Agreement.

13.3 Immediate Termination, with Notice. Winzer may terminate your License, without giving you an opportunity to cure, effective immediately upon your receipt of written notice, if:

(a) You are insolvent; or you admit your inability to pay your debts as they become due; or you make an assignment for the benefit of your creditors; or a voluntary or involuntary proceeding is instituted against you in bankruptcy or any other insolvency law; or a receiver or other custodian of your Business or its assets is appointed; or execution is levied against your Business or its assets.

(b) You are convicted of or plead guilty to a felony, a crime involving moral turpitude, or any other crime, misdemeanor or offense that Winzer reasonably believes is likely to have an adverse impact on Winzer, the System, the Marks or the Business.

(c) You submit any false or fraudulent Order Forms to Winzer, or otherwise falsely represent to Winzer that Approved Winzer Products or Franchisee Products were ordered by a customer.

(d) You endorse any check made out to Winzer for cash or deposit to any account other than those specifically maintained by Winzer.

(e) You or your Designee, heirs, legatees, personal representative, conservator or guardian, as applicable, try to assign or transfer any franchise interest without Winzer's prior written consent as specified in Section 12.1 and Section 12.2; or your Designee, heirs, legatees, personal representative, conservator or guardian, as applicable, fail to transfer this Agreement and the Business within 90 days after your death or disability as specified in Section 12.6.

(f) You misrepresent actual or expected sales volumes or other material claims regarding your ability to perform under this Agreement, including Section 11.1.

(g) You disclose or divulge the contents of the Manual or other Confidential Information, contrary to the terms of this Agreement.

(h) You misuse or make unauthorized use of the System or the Marks or any other identifying characteristics of the System.

(i) You are involved in any conduct or act, including but not limited to, engaging in any deceptive or unfair trade practice, or unethical or unprofessional behavior which, in Winzer's sole opinion, materially impairs the goodwill associated with Winzer, the System, the Marks or the Business. Unprofessional behavior includes, but is not limited to, use of profane language, or abusive and threatening behavior or language, directed toward a Winzer Representative or a Customer.

(j) You abandon the Business, fail to actively pursue the Business, cease to operate the Business, or otherwise forfeit the right to do or transact the Business in the jurisdiction where the Business is located, unless caused by conditions specified in Section 15.7.

(k) You fail to generate positive Periodic Gross Profits from your operation of the Business resulting in negative remuneration for 3 or more Billing Periods during any rolling 6-month period during the term of the License.

13.4 Termination with Notice and Opportunity to Cure. Except as set forth in Section 13.3, you will have 10 days after receipt of written notice from Winzer in which to remedy your failure to make payment to Winzer when due, and 30 days after receipt of written notice from Winzer in

which to remedy any default under this Agreement. If any default so noticed is not cured within the specified time, your License will terminate without further notice to you. Such defaults include, but are not limited to, if:

(a) You violate or otherwise fail to comply with any material term, representation, warranty, standard, specification, procedure or requirement imposed by this Agreement, as the Agreement may periodically be reasonably supplemented by the Manual, or otherwise fail to satisfy any material obligation relating to the Business.

(b) You fail to maintain your Required Monthly Averages, unless Winzer is satisfied that the failure is caused by your temporary disability or an event of Force Majeure.

(c) You fail, refuse or neglect to promptly make any payment to Winzer, its subsidiaries or affiliates, when due under this Agreement, or any other agreement, note or contract.

(d) You fail, refuse or neglect to promptly deliver merchandise and/or invoices for merchandise that you have ordered for customers or invoiced to customers through the System.

(e) You refuse to permit Winzer to inspect or audit your Business Records according to this Agreement, or fail to timely submit financial or statistical reports, records, statements, tax returns or other information that Winzer requests, or repeatedly submit orders for product as Franchisee Products instead of as Approved Winzer Products; you sell Franchisee Products to a customer in which you own a direct or indirect interest, without Winzer's consent; or the Retail Sales of Franchisee Products continuously exceed ten percent (10%) (or such other threshold percentage that Winzer has designated on a minimum of 30 days' written notice to you) of the Retail Sales of Approved Winzer Products.

(f) You become involved in any act or conduct which serves as a detriment to the System, including but not limited to: verbal abuse of any Winzer Representative and use of Winzer's electronic communication systems for the purpose of attacking Winzer or its Representatives; you are involved in unethical or unprofessional behavior directed toward any Winzer Representative or Customer; you knowingly solicit, call on, attempt to sell or sell Approved Winzer Products, Franchisee Products or Special Orders to a Protected Customer of Winzer or another franchisee; you sell to Wholesalers, rather than consumers, without following Winzer's procedures; you sell products outside the System and the Business; or you use Confidential Information for the benefit of yourself, or a third party outside the WINZER franchise system, contrary to the terms of this Agreement.

(g) You fail, refuse or neglect to pay any third party, including any government taxing or licensing authority, any amount owing in connection with the Business when due.

(h) You fail to comply with the requirements of personal attention and continuous best efforts in operating the Business in accordance with Section 3.1.

(i) You are repeatedly in default under the Agreement for failure to substantially comply with any of the requirements imposed by this Agreement, whether or not cured after notice.

13.5 Cure Periods. If a default cannot be cured in 10 days or 30 days, as applicable, you may avoid termination by immediately initiating action to cure any default and diligently proceeding to cure the default within such longer period of time as Winzer, in its sole discretion, may permit. If

applicable law requires that you be given a longer period of time in which to cure any default, the cure period shall be extended to correspond to applicable law.

13.6 Cure Remedies. If you violate or otherwise fail to comply with any material term, representation, warranty, standard, specification, procedure or requirement specified under the Agreement, as periodically supplemented by the Manual, and your actions damage another franchisee, in addition to any other remedy available to Winzer, Winzer may specify that the cure of your default will include [a temporary increase in your Service Fee during the cure period](#), payment to compensate the franchisee who was damaged by your action, or that Winzer may collect its lost profits on Franchisee Products that should have been ordered as Approved Winzer Products. You further agree that Winzer will be entitled to set off any amounts Winzer owes to you against any loss or damage to Winzer arising from your breach of this Agreement.

13.7 Your Obligations on Termination, Expiration or Non-renewal. Immediately on termination, expiration or non-renewal of the License, at any time, regardless of reason, you must:

(a) Pay Winzer all debts and other amounts you owe to Winzer for any reason under this Agreement, any promissory note or other agreement, including any Service Fee for unauthorized sales. Winzer may withhold the Periodic Gross Profits payments payable to you in such amounts as deemed necessary by Winzer, in its sole discretion, to cover any outstanding notes or leases, any accounts Winzer anticipates are uncollectible or any other chargebacks to you. In its sole discretion, Winzer may delay payment of the entire final Periodic Gross Profits payment until you comply with all of the provisions of this [Section 13.7](#).

(b) Stop using the Marks and the System and refrain from doing anything, whether or not specified herein, that would directly or indirectly indicate that you are affiliated with Winzer.

(c) Return to Winzer (via prepaid express courier) the Manual and all other manuals, software, catalogs, brochures, decals, signs and other materials Winzer provided to you.

(d) Abide by and honor all obligations that, by their nature, survive termination, expiration or non-renewal of the License, including, without limitation, those in [Article 10](#).

13.8 Disclaimer(a). Winzer disclaims any right under this [Article 13](#) to terminate this Agreement based on any decision or action by you regarding recruiting, interviewing, hiring, determining the terms of employment of, compensating, keeping the time of, processing the payroll of, providing work resources to, scheduling, supervising, disciplining and firing your personnel.

ARTICLE 14 - DISPUTE RESOLUTION

14.1 Arbitration. Except as expressly provided in [Section 14.5](#), all breaches, claims and disputes (collectively referred to as “breaches” or “breach”) between you and Winzer arising from this Agreement, including any allegation of fraud, misrepresentation or violation of any Federal, state or local law or regulation, will be determined exclusively by binding arbitration according to the rules of the American Arbitration Association.

14.2 Notice of Dispute; Cure Period. The party alleging breach must provide the other party with notice of the facts of breach in detail, and neither party will have the right to commence any arbitration hearing until such notice is given. The party alleged to have breached this Agreement

will have 30 days from the notice to correct the alleged breach. If the breach is not corrected within the 30-day period, then either party will have the right to arbitration.

14.3 Waiver of Claims by You. You must give Winzer immediate notice of any alleged breach. If you do not give Winzer written notice of an alleged breach within 1 year from the date that you know of circumstances reasonably indicating that you may have a claim for breach by Winzer, then the alleged breach will be deemed to be waived by you, and you will be barred from commencing any legal or other action against Winzer for that alleged breach.

14.4 Powers of Arbitrator. The authority of the Arbitrator will be limited to making a finding, judgment, decision and award relating to the interpretation of or adherence to this Agreement. The Federal Rules of Evidence (the “Rules”) will apply to all arbitration hearings and the introduction of all evidence, testimony, records, affidavits, documents and memoranda and any arbitration hearing must comply in all respects with the Rules and legal precedents interpreting the Rules. Both parties will have the absolute right to cross-examine any person who testifies against them or in favor of the other party. The Arbitrator will have no authority to add to, delete or modify the terms of this Agreement, or to enjoin or stay any termination of this Agreement. All findings, judgments, decisions and awards of the Arbitrator will be limited to the dispute or controversy set forth in the written demand for Arbitration, and the Arbitrator will have no authority to decide any other issues. The Arbitrator will not have the right or authority to award punitive damages to Winzer or to you, or to the officers, directors, shareholders, partners or personal guarantors of either (as applicable). All findings, judgments, decisions, and awards by the Arbitrator will be in writing, will be made within 30 days after the initial arbitration hearing has been completed, and will be final and binding on Winzer, you and the officers, directors, shareholders and personal guarantors of both. The written decision of the Arbitrator will be deemed to be an order, judgment and decree and may be entered as such in any court of competent jurisdiction by either party in any jurisdiction.

14.5 Disputes Not Subject to Arbitration. The following disputes will not be subject to arbitration, even if arising from this Agreement, and Winzer is free to utilize any right or remedy it may have at law or equity:

- (a) Any dispute involving the Marks pursuant to Article 8 of this Agreement.
- (b) Any dispute involving the Confidential Information which arises under or as a result of Article 10 of this Agreement.
- (c) Any dispute involving immediate termination of this Agreement by Winzer pursuant to Section 13.3 of this Agreement.
- (d) Any monetary default by you under this Agreement or any related agreement or your failure to otherwise comply with any obligation that survives termination, expiration or non-renewal of this Agreement.
- (e) Any dispute involving the Asset Purchase Agreement or other relevant transaction documents if you acquired your License in connection with a sale to Winzer of some or all of your pre-existing business or its assets.

14.6 No Collateral Estoppel. All arbitration findings and awards will be final and binding on Winzer and you. The arbitrator’s findings and awards may not be used to collaterally estop Winzer,

you or any other party from raising any like or similar issue, claim or defense in any other or subsequent arbitration, litigation, court hearing or other proceeding involving third parties or other franchisees.

14.7 Limitation of Damages. In the event of a dispute, each of the parties waives, to the fullest extent permitted by law, any right to or claim for punitive, exemplary, incidental, indirect, special or consequential damages arising out of any cause whatsoever, whether based on contract, tort or strict liability, and agrees that the recovery of either party will be limited to the recovery of any actual damages sustained by it.

14.8 No Class Action. No party except Winzer, you or the officers, directors, shareholders and personal guarantors (as applicable) will have the right to join in or become a party to any arbitration proceeding arising under this Agreement, and therefore, the arbitrator will not be authorized to permit class actions (as defined in the Federal Rules of Civil Procedure) or to permit any person or entity that is not a party to this Agreement to be involved in or to participate as an interested party in any arbitration hearings.

14.9 Waiver of Jury Trial. Except where prohibited by applicable state law, if any dispute is not subject to arbitration under this Agreement, then the parties agree that the trial of any legal action arising out of this Agreement or the relationship of the parties, will be heard and determined by a judge who will sit without a jury. Either party may file an original or copy of this Agreement with any Court as written evidence of the consent by the parties to the waiver of their right to trial by jury.

14.10 Venue and Jurisdiction. All arbitration hearings must take place exclusively in Collin County, Texas. All court hearings, mediation hearings or other hearings initiated by either party against the other party must have venue exclusively in Collin County, Texas. Winzer and you, and where applicable the respective officers, directors, shareholders and personal guarantors, agree and submit to personal jurisdiction in Collin County, Texas, in connection with any arbitration hearings, court hearings, or other hearings, including any lawsuit challenging the arbitration provisions of this Agreement or the decision of the Arbitrator, and waive any right to contest venue and jurisdiction in Collin County, Texas, and any claim that venue and jurisdiction are invalid. Notwithstanding this Section 14.10, any actions to enforce the decision of the Arbitrator may be brought in any court of competent jurisdiction.

14.11 Severability. The parties intend that the provisions of this Article 14 be enforced to the fullest extent permissible under the laws and public policy in each jurisdiction where enforcement is sought. Accordingly, if any part of this Article 14 is adjudicated to be unenforceable, then this Article 14 will be deemed amended to delete that part, such deletion to apply only to the operation of this Article 14 in the particular jurisdiction in which the adjudication is made. Further, to the extent any provision of this Agreement is deemed unenforceable by virtue of its scope, the same will, nevertheless, be enforceable to the fullest extent permissible under the laws and public policies applied in such jurisdiction where enforcement is sought, and the scope in such a case will be determined by Arbitration as provided herein.

14.12 Equitable Relief. Winzer may seek to obtain an order of specific performance and/or temporary, preliminary or permanent injunctive relief on notice but without the necessity of a bond from a court or agency of competent jurisdiction against actual or threatened conduct causing loss

or damage that can be remedied under usual equity rules, including claims involving the Marks under Article 8, unauthorized use or disclosure of Confidential Information or enforcement of covenants under Article 10. You agree that your only remedy if an injunction is entered against you will be the dissolution of that injunction, if warranted, on due hearing, and expressly waive all claims for damages caused by the wrongful issuance of any injunction.

ARTICLE 15 - MISCELLANEOUS

15.1 Winzer's Enforcement. Failure by Winzer at any time to enforce any provision of this Agreement, will in no way affect the validity or act as a waiver of this Agreement, or any part, or the right of Winzer thereafter to enforce it. You acknowledge that Winzer operates a large and diverse business, and that Winzer is not obligated to enforce each Franchise Agreement in a uniform manner with respect to the other franchisees.

15.2 Notices. All notices or communications required by this Agreement will be in writing addressed to the recipient at the address on the cover page of this Agreement or such other address as a party has specified by written notice. A notice will be deemed to have been delivered: (a) if hand-delivered, on delivery against receipt or on refusal to accept the notice; (b) if delivered by overnight courier, the next business day after deposited with such courier, charges prepaid; (c) if by certified or other receipted mail, on receipt or on refusal to accept the notice; (d) if by email, on delivery if sent to the address that the other party has on file from the recipient, with proof of delivery, if sent during the recipient's normal business hours, or if sent after recipient's normal business hours, on the next business day; or (e) if faxed, on delivery during the recipient's normal business hours, or the next business day if sent after recipient's normal business hours. A party is not required to use more than 1 method and may choose any method of giving notice.

15.3 Governing Law. This Agreement will be governed by and construed according to the substantive laws of the State of Texas.

15.4 Entire Agreement. This Agreement, the documents referred to in this Agreement, and the Attachments to this Agreement, constitute the entire, full and complete agreement between you and Winzer concerning the subject matter of this Agreement, and except as specifically provided otherwise in this Agreement, supersede all prior related representations, understandings or agreements between you and Winzer, except nothing in this Agreement or in any related agreement is intended to disclaim the representations made in Winzer's Franchise Disclosure Document (including its exhibits and amendments) provided to you in connection with the execution of this Agreement. No modification to this Agreement will be effective unless made in writing and signed by both you and an officer of Winzer.

15.5 Cost of Enforcement or Defense. In any disputes, the prevailing party will be entitled to recover from the other party the amount of all reasonable attorneys' fees and expenses of counsel and other related expenses.

15.6 Time Periods. All references to days will be calendar days unless specifically stated otherwise. References to anniversaries will be the calendar anniversary of the date mentioned. You further agree that if you violate any obligation under Article 10, then the specified time period will be extended by a period of time equal to the period of time beginning when the activities constituting such violation begin and ending when the activities constituting such violation terminate.

15.7 Force Majeure. Whenever a period of time is provided in this Agreement to perform any act, except payment of money, neither party will be liable for any delays directly caused by and event of Force Majeure, and the time period will be extended for the performance of the obligation by the amount of time of delay. This clause will not result in an extension of the Term and the non-performing party will use its best efforts to notify the other party and remedy its inability to perform.

15.8 Place of Performance. This Agreement has been accepted by Winzer and entered into in Plano, Texas, and is deemed to be performed by the parties in Collin County, Texas.

ARTICLE 16 - YOUR REPRESENTATIONS

16.1 Representations. You acknowledge, represent and warrant to Winzer each of the following:

(a) That Winzer has reserved certain rights to own and operate Businesses; to franchise other Businesses; and otherwise to use the System, the Marks, Approved Winzer Products, know-how, techniques and procedures.

(b) That Winzer is relying on the completeness and accuracy of your representations and information set forth in this Agreement and any related agreement or in any applications, financial statements and submissions to Winzer.

(c) That if you were employed by or otherwise associated with any company that offers or sells products that are similar to Approved Winzer Products, that you terminated your relationship with such company before signing this Agreement; that you returned to such company all material and other information that the company designated as being confidential and proprietary to it; that you have no confidential or proprietary materials or information of such company in your possession, custody, or control; that you have not provided nor will you provide to Winzer, or to any of its employees, franchisees or agents, any confidential or proprietary information about the company; that you have or will comply with any lawful covenants in favor of said company for the duration of those covenants; that you have not violated and are not in violation of any lawful covenants in favor of said company; and that you will indemnify, defend, and hold harmless Winzer from all claims, actions, judgments, damages, costs, expenses and losses arising out of, in connection with, or as a result of any of your acts that are in violation of these representations.

(d) That Winzer does not want or need you to use, and that your License will be terminated if you are found to have used, any of your former employer's confidential or proprietary information in connection with your operation of the Business.

(e) That the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other anti-terrorism measures (the "Anti-Terrorism Measures"). Further, that that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

- (ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;
- (iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or
- (iv) owned or controlled by terrorists or sponsors of terrorism.

Further still, that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, will during the term of this Agreement become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

16.2 Interest Charged. Unless otherwise stated in a promissory note or a similar document, amounts owed by you to Winzer will be due on demand by Winzer, which demand may be made for any reason or for no reason, and from the date of demand until paid will bear interest at the then-current Prime Rate published by JP Morgan Chase Bank or its successor, or the highest amount permitted by applicable law, whichever is lesser. (In California, the highest lawful rate of interest is 10% per annum).

~~16.3~~

ARTICLE 17 - DEFINITIONS

17.1 Definitions.

(1) **“Annual Gross Sales”** means the total invoiced amount of all Retail Sales of Approved Winzer Products through the Business during the preceding 24-26 Billing Periods, less total credits and discounts given during such Billing Periods for any such Approved Winzer Products, and less the gross amount of any invoice to Customers arising from any order previously placed with Winzer, if Winzer deems such invoiced amount uncollected or not reasonably collectible, in Winzer’s good faith judgment, including if: invoice paid by a bad check; invoice remains uncollected 120 days after its date; invoice remains uncollected 60 days after its date and Customer has a history of delinquent payments; invoice was based on an erroneous, false or fraudulent order by you, in Winzer’s good faith judgment; or invoice deemed uncollectible due to Customer’s bankruptcy, insolvency or other circumstances. If Winzer collects a gross amount previously deducted, Winzer will credit the amount, less Winzer’s collection costs, during the next Billing Period. During the 1st year of the Term, your Annual Gross Sales will be estimated based on an annualization of year-to-date sales and credits. Any sales made but not invoiced in any applicable Billing Period will not be included in any calculation for that Billing Period. Nothing in this definition implies any consent by Winzer to Retail Sales other than through you and your Permitted Representatives.

(2) **“Approved Winzer Products List”** means the list of Approved Winzer Products that can be found in the Winzer Software.

(3) **“Approved Winzer Products”** means quality packaged fasteners, nuts, bolts, clamps, adhesives, sealers, electrical components, cutting tools, fluid power fittings, chemicals, welding and shop supplies, janitorial supplies and other related products and services periodically designated by Winzer, and listed in the Winzer Software, that are shipped by Winzer (or are

shipped by its approved vendor) directly to your Customers and invoiced directly to your Customers by Winzer.

(4) **“Assigned Receivable”** means a Franchisee Receivable purchased by Winzer, effective on the date of Winzer’s purchase.

(5) **“Automotive Market”** means value-added, ~~direct sales to Customers in the~~who are automotive dealerships, body shops, repair shops and service centers, as well as truck, fleet and other wheeled transportation dealerships and maintenance shops, ~~and as well as~~ automotive, truck ~~and~~ fleet and other wheeled transportation maintenance, repair and operating supplies ~~market operations~~, and is one type of Licensed Market (see Section 17.1(23) for more information).

(6) **“Billing Period”** ~~is bi-monthly and ends on either the 15th or the last day of each month, or on the preceding Friday, if the 15th or last day of a month falls on a weekend.~~occurs 2-3 times each month and will always end on a business day as indicated on the currently published remuneration calendar.

(7) **“Business”** means a Winzer direct sales business you operate using the Marks and the System for the promotion, sale and support of Approved Winzer Products and Franchisee Products to Customers in the Licensed Market.

(8) **“Business Records”** means books and accounts of all financial and business transactions and activities relating to the Business, whether kept by you or your Permitted Representatives.

(9) **“Chemical Market”** means value-added, ~~direct sales to Customers who are users of bulk, liquid and aerosol chemicals for maintenance, production and repair operations, and is one type of Licensed Market (see Section 17.1(23) for more information).~~

(10) **“Confidential Information”** does not include your general knowledge of how to sell fasteners, chemicals, and industrial, automotive, and maintenance related supplies, or information you had before its disclosure to you by Winzer, or information that, at the time of disclosure to you by Winzer, had become a part of the public domain, or information that lawfully becomes a part of the public domain (but not through you or your Representatives). Confidential Information does include all other information relating to the operation of a WINZER® business, including your knowledge of the operating procedures of a WINZER business, the relationship between you and Winzer, Winzer’s franchisee cost index or similar price indices applicable to Approved Winzer Products, Winzer’s Periodic Gross Profits method, Winzer’s backlog, shipment and refund (credit) history and practices, the strengths and weaknesses of the WINZER franchise system, Winzer’s corporate plans and Winzer’s product introductions, Winzer’s product acceptance, any customer complaints of which you become aware, records pertaining to customers or billings, modifications of the System, the Manual, Winzer’s copyrighted materials and any other data that Winzer designates as confidential.

(11) **“Confidentiality Period”** means during the Term and an uninterrupted 1-year period after expiration, non-renewal, termination or transfer of the License, regardless of the cause.

(12) **“Customer”** means any person who is a consumer, and who is not a Wholesaler, of Approved Winzer Products and Franchisee Products.

(13) **“Effective Date”** means that date noted on the cover page of this Agreement, on which this Agreement becomes effective, and will be the date on which all of the following have occurred: (i) you have signed this Agreement and all related agreements; (ii) you have attended and successfully completed the New Franchisee Training Program to Winzer’s satisfaction; (iii) you have paid Winzer all amounts due, including your initial franchise fee; (iv) you and Winzer have agreed on your list of Protected Customers; and (v) Winzer has signed this Agreement.

(14) **“Force Majeure”** means an Act of God, earthquake, epidemic, fire, flood, storm, war, riot, civil disturbance, strike, lockout, sabotage, casualty to equipment, government regulation or control or other similar causes beyond the reasonable control of either party to this Agreement.

(15) **“Franchisee Cost”** means an amount equal to Winzer’s then-current Wholesale Price Cost or for an account that is part of the Gross Profit Sharing Program, an amount calculated under the then-current formula for Gross Profit Sharing, as specified in the Manuals.

(16) **“Franchisee Products”** means all goods and inventory, other than Approved Winzer Products or Special Orders, sold by you in connection with the Business (including “bill-only” or other sales as authorized by the Manual); provided, however, that Winzer has the sole discretion to determine whether it will authorize your sale of any particular products, goods or inventory items other than Approved Winzer Products or Special Orders. Any products that are Approved Winzer Products may not be sold as Franchisee Products.

(17) **“Franchisee Receivable”** means any account, as defined in the Uniform Commercial Code, arising from your sale of Franchisee Products, and any accounts receivable arising from your sale of Franchisee Products. Such account or accounts receivable will retain its designation as a Franchisee Receivable until it is purchased by Winzer and becomes an Assigned Receivable.

(18) **“Franchisee Taxes”** means (a) any sales, use or similar taxes applicable to the sale of Franchisee Products, (b) any federal, state, county or local income, franchise, property, ad valorem or other taxes applicable to you or your operations, and (c) any penalty or interest for non-payment or untimely payment or reporting, or incorrect or untruthful reporting, of sales, use or similar taxes that would not have been applicable to such sales had you complied with your obligations to obtain the resale certificates or similar documents, or any of Winzer’s documentation requests, or to verify the truthfulness of any customer’s representations in such resale certificates or documents.

(19) **“Gross Amount”** means the total invoiced amount of a Franchisee Receivable, an Assigned Receivable or a Winzer Receivable, as applicable, including all taxes, shipping, handling and insurance.

(20) **“Gross Profit Sharing”** means the method of calculating Franchisee Cost for accounts that are part of the Gross Profit Sharing Program, as specified in the Manuals.

(21) **“Industrial Market”** means value-added direct sales to Customers who are road and structural repair and maintenance shops, plant manufacturing and production operations, [and](#) water treatment, construction, mining, farming, refining, building, facilities and equipment [operations](#), and is one type of Licensed Market (see Section 17.1(23) for more information).

(22) **“License”** means the non-exclusive license and right granted to you by Winzer to operate the Business under the terms and conditions of this Agreement.

(23) **“Licensed Market”** means Customers in any of the Automotive Market (see Section 17.1(5) for definition); the Chemical Market (see Section 17.1(9) for definition); and the Industrial Market (see Section 17.1(21) for definition). The Licensed Market is not geographical in nature. Your designated type of Licensed Market is specified on Attachment 1.

(24) **“Manual”** means the Confidential Operations Manual, as it periodically exists, including any updates. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Winzer is controlling.

(25) **“Marks”** means those trade names, service marks, trademarks, logos, emblems, slogans, trade dress and other indicia of origin, including but not limited to, the mark SERVICE THAT WORKS, WINZER and logo, and WINZER SERVICE THAT WORKS and logo, and any other Marks that may hereafter be designated by Winzer for use in connection with the System and the Business.

(26) **“National Account”** means a Customer or a potential Customer in the Licensed Market who (i) has multiple purchasing or “ship-to” locations; (ii) requires scientific information, special devices, special services, technical data, engineering data or special procurement procedures or pricing, including a GSA Program customer; or (iii) requires such other terms and conditions as Winzer may periodically specify in its Manual or otherwise in writing. The determination of whether a Customer is a National Account is in Winzer’s sole discretion. You must honor all of the terms of any agreement between Winzer and a National Account in order to sell to a National Account, even if a location of the National Account has previously been designated as your Protected Customer.

(27) **“Net Amount”** of a Franchisee Receivable, an Assigned Receivable or a Winzer Receivable means the total invoiced amount of such receivable, less (i) Winzer’s Service Fee, (ii) all taxes, shipping, handling and insurance, and (iii) all discounts, credits, allowances and claims.

(28) **“New Franchisee Training Program”** means the initial training program on operational matters, product knowledge, marketing techniques, basic computer operations, and other topics periodically selected by Winzer to educate you with the System.

(29) **“Operating Principal”** means the individual designated on Attachment 1 who is acceptable to us and who is bound by covenants and responsible for your personal obligations under this Agreement if you are a legal entity.

(30) **“Order Form”** means the electronic order transmission, or other order entry in the format required by Winzer, submitted by you to Winzer.

(31) **“Periodic Gross Profits”** has the meaning it is given in Article 6.

(32) **“Periodic Gross Profits Statement”** means the statement prepared by Winzer and sent to you each Billing Period of Periodic Gross Profits earned by you, less any charges, offsets or deductions.

(33) **“Permitted Representative”** means anyone whom you hire or engage to represent your Business in accordance with the provisions of Section 3.9.

(34) **“Person”**, whether or not capitalized, means a natural person, partnership, association, joint venture, corporation or any other legal entity.

(35) **“Protected Customer”** means: (a) a pre-existing Customer of yours as of the Execution Date (meaning a Customer to whom you have made at least 1 sale within the last 6 months), if (i) the Customer is not a Protected Customer of another WINZER franchisee, (ii) the Customer is identified on Attachment 1 as your Protected Customer, and (iii) you make on-going sales of Approved Winzer Products to the Customer; (b) a new Customer obtained by you after the Execution Date, if (i) the Customer is not then a pre-existing customer of Winzer or a Protected Customer of another WINZER franchisee, and (ii) you make on-going sales of Approved Winzer Products to the Customer; or (c) such other Customer as Winzer, in its sole discretion, may periodically designate. Shipment of promotional items, shipments without an invoice value (excluding the handling fee), “bill-only” or “invoice-only” sales are not sufficient to qualify a Customer as a Protected Customer. Only Winzer may determine Protected Customer status, and Winzer may designate Protected Customer status in its sole discretion. Protected Customer status applies only as to the type of Licensed Market designated on Attachment 1.

(36) **“Renewal Term”** has the meaning set forth in Section 2.2.

(37) **“Renewing Franchisee”** means a person who has previously been a WINZER franchisee under a franchise agreement, and who is signing a new franchise agreement at the expiration of the Term of the License granted under the prior franchise agreement.

(38) **“Repeatedly”** means 3 or more times.

(39) **“Representative”** means, as to any person, such person’s officers, directors, shareholders, employees, agents and sales representatives.

(40) **“Required Monthly Averages”**, at any time, mean the levels of your Rolling Monthly Average as stated on Attachment 1, that you must maintain at such time.

(41) **“Required Policies”** means the comprehensive general liability insurance and product liability insurance policies, including product liability coverage on Approved Winzer Products and on Franchisee Products billed through Winzer, in amounts, and with deductibles, expiration dates, coverages and other terms as Winzer decides, for its and your protection.

(42) **“Repurchase Accounts”** are Assigned Receivables and Winzer Receivables that you are required to repurchase under Section 7.8.

(43) **“Retail Sales”** occur when Winzer invoices amounts for Approved Winzer Products that are shipped or delivered to designated purchasing locations of Customers, or when Winzer or you invoice amounts for Franchisee Products that are shipped or delivered to Customers. Retail Sales do not occur when Winzer ships or delivers products to you for your own use or for your inventory.

(44) **“Rolling Monthly Average”** means, at any time, 1/3 of your total Retail Sales during the preceding 6 Billing Periods.

(45) **“Service Fee”** means the fee you pay to Winzer as stated in Section 6.2.

(46) **“Special Order”** means any good, product or inventory that is procured by Winzer by special request on an infrequent basis. Special Orders are included in Approved Winzer Products.

(47) **“System”** means those skills, concepts, patents, copyrighted materials, business and marketing techniques, the Winzer Software, methods and specialized processes with uniform standards, specifications, methods, packaging and policies, including requirements for quality, ethical business practices, software usage and other operating requirements that may be supplemented, improved upon or otherwise periodically modified by Winzer in connection with the Business.

(48) **“Term”** has the meaning set forth in Section 2.1.

(49) **“Transferee”** means a person who is purchasing an existing Business and signing a new franchise agreement at the time of purchase to operate the Business under the terms and conditions of this Agreement.

(50) **“Wholesale Price Cost”** means the price that would be applicable were you to purchase such Approved Winzer Products from Winzer for resale and includes both Winzer’s cost of goods and a reasonable markup.

(51) **“Wholesaler”** means any intermediary in the supply chain who stocks products for future distribution, including but not limited to, distributors, retailers, government departments, branches and procurement agencies, and government and GSA contractors, distributors and prime vendors.

(52) **“Winzer Receivables”** means all accounts arising from Retail Sales of Approved Winzer Products and all other accounts receivable that arise from Retail Sales of Approved Winzer Products.

(53) **“Winzer Software”** means the proprietary software licensed to you under Attachment 3 to this Agreement.

(54) **“Winzer’s Lender”** means any lender(s) or creditor(s) to which Winzer may periodically be indebted (whether one or more).

IN WITNESS WHEREOF, you acknowledge this Agreement will become effective only on acceptance and execution by Winzer in the State of Texas, as of the Effective Date.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

RIDER FOR USE IN ILLINOIS

This Rider is made on _____, 20__ by and between WINZER FRANCHISE COMPANY, INC., a Texas corporation, having its principal place of business at 4060 E. Plano Parkway, Plano, Texas 75074-1800 (“Winzer”) and _____

_____ (“Franchisee”).

Illinois law governs the franchise agreement.

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

Your rights upon termination and non-renewal of an agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

No statement, questionnaire, or 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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, you acknowledge this Agreement will become effective only on acceptance and execution by Winzer in the State of Texas, as of the Effective Date.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

RIDER FOR USE IN MARYLAND

This Rider is made on _____, 20__ by and between WINZER FRANCHISE COMPANY, INC., a Texas corporation, having its principal place of business at 4060 E. Plano Parkway, Plano, Texas 75074-1800 (“Winzer”) and _____

(“Franchisee”).

- (1) Section 6 is amended to add:

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

- (2) Sections 2.2(d), **Option to Renew**, and 12.2(b), **Conditions for Transfer**, are amended to include the following:

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

- (3) Section 14.3, **Waiver of Claims by You**, is modified to include the following language:

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

- (4) Section 14.10, **Venue and Jurisdiction**, is amended to include the following language:

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

- (5) Article 16, **Your Representations**, is modified to include the following paragraph:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

- (6) The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, you acknowledge this Agreement will become effective only on acceptance and execution by Winzer in the State of Texas, as of the Effective Date.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

RIDER FOR USE IN MINNESOTA

This Rider is made on _____, 20__ by and between WINZER FRANCHISE COMPANY, INC., a Texas corporation, having its principal place of business at 4060 E. Plano Parkway, Plano, Texas 75074-1800 (“Winzer”) and _____

_____ (“Franchisee”).

- (1) Articles 2 and 13 are modified to include the following paragraph:

With respect to franchises governed by Minnesota law, Winzer will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 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 days’ notice for non-renewal of this Agreement.

- (2) Sections 2.2(d) and 12.2(b) are modified to include the following language:

, except any claims arising under the Minnesota Franchise Act.

- (3) Article 14 is modified to include the following paragraph:

This Article will not in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

- (4) The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, you acknowledge this Agreement will become effective only on acceptance and execution by Winzer in the State of Texas, as of the Effective Date.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

RIDER FOR USE IN NEW YORK

This Rider is made on _____, 20__ by and between WINZER FRANCHISE COMPANY, INC., a Texas corporation, having its principal place of business at 4060 E. Plano Parkway, Plano, Texas 75074-1800 (“Winzer”) and _____

(“Franchisee”).

- (1) Section 5.9 is modified to include the following paragraph:

However, you will not be required to hold harmless or indemnify Winzer for any claim arising out of a breach of this Agreement by Winzer or any other civil wrong of Winzer.

- (2) Section 12.2(b) is modified to include the following language:

, but all rights enjoyed by you and any causes of action arising in its favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force, it being the intent of this proviso that the non-waiver provisions of the General Business Law Sections 687.4 and 687.5 be satisfied.

- (3) Section 15.3 is modified to include the following language:

, but the foregoing choice of law will not be a waiver of any right conferred on you or Winzer by the General Business Law of the State of New York, Article 33.

- (4) Section 15.4 is modified to include the following paragraph:

No amendment or modification of any provision of this Agreement, however, will impose any new or different requirement which unreasonably increases your obligations or places an excessive burden on your operations.

- (5) The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, you acknowledge this Agreement will become effective only on acceptance and execution by Winzer in the State of Texas, as of the Effective Date.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

RIDER FOR USE IN NORTH DAKOTA

This Rider is made on _____, 20__ by and between WINZER FRANCHISE COMPANY, INC., a Texas corporation, having its principal place of business at 4060 E. Plano Parkway, Plano, Texas 75074-1800 (“Winzer”) and _____

_____ (“Franchisee”).

- (1) Section 2.2 (d) is amended to add the following:

Any release signed as a condition of renewal will not apply to any claims you may have under the North Dakota Franchise Investment Law.

- (2) Article 10 is amended to add the following:

In accordance with North Dakota law, the restrictions of the covenant not to compete might not apply to your activities after the termination or expiration of the franchise agreement.

- (3) Article 13 is amended to add the following:

Any form of liquidated damages will not apply to North Dakota franchisees.

- (4) Sections 14.8 and 14.9 are amended to add the following:

The waiver of a right to seek punitive damages will not apply. The waiver of a right to a jury trial will not apply.

- (5) Section 14.10 is amended to add the following:

All disputes must be mediated and arbitrated either in North Dakota or in a mutually agreed location. All litigation must be in North Dakota or in a mutually agreed location.

- (6) Section 15.3 is amended to add the following:

North Dakota law will govern this franchise agreement.

- (7) The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, you acknowledge this Agreement will become effective only on acceptance and execution by Winzer in the State of Texas, as of the Effective Date.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

RIDER FOR USE IN RHODE ISLAND

This Rider is made on _____, 20__ by and between WINZER FRANCHISE COMPANY, INC., a Texas corporation, having its principal place of business at 4060 E. Plano Parkway, Plano, Texas 75074-1800 (“Winzer”) and _____

_____ (“Franchisee”).

- (1) Section 14.10 is amended to add the following:

The provision in the franchise agreement restricting jurisdiction or venue to a forum outside Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

- (2) Section 15.3 is amended to add the following:

The provision in the franchise agreement requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

- (3) The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, you acknowledge this Agreement will become effective only on acceptance and execution by Winzer in the State of Texas, as of the Effective Date.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

RIDER FOR USE IN WASHINGTON

This Rider is made on _____, 20__ by and between WINZER FRANCHISE COMPANY, INC., a Texas corporation, having its principal place of business at 4060 E. Plano Parkway, Plano, Texas 75074-1800 (“Winzer”) and _____

(“Franchisee”).

Section 6.1 is amended to add:

In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business.

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

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

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the 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 franchise, or a violation of the Washington Franchise Investment Protection Act, in Washington.

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

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

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent

contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the Franchise Agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

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.

The franchise agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this rider.

Dated this ____ day of _____ 20 ____.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

**STATE RIDER TO CP FRANCHISING, LLC FRANCHISE AGREEMENT
FOR CALIFORNIA, HAWAII, INDIANA, MICHIGAN, SOUTH DAKOTA
VIRGINIA, AND WISCONSIN**

The Franchise Agreement and any document signed in connection with the franchise are supplemented with the following language:

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 by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The undersigned does hereby acknowledge receipt of this rider.

Dated this ____ day of _____ 20__.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

ATTACHMENT 1 TO FRANCHISE AGREEMENT
LICENSED MARKET, PROTECTED CUSTOMERS,
OPERATING PRINCIPAL, REQUIRED MONTHLY AVERAGES,
INITIAL FRANCHISE FEE, AND DESIGNEE

LICENSED MARKET

Section 1.1: Your Licensed Market designation:
Automotive Market
Chemical Market
Industrial Market

PROTECTED CUSTOMERS

Section 1.2: Your initial list of Protected Customers, ~~including the Licensed Market designation,~~ is attached as Attachment 1-A.

OPERATING PRINCIPAL

Section 3.1: If you are a legal entity, your designated Operating Principal who is personally responsible for achieving the Rolling Monthly Average, based on Annual Gross Sales, and for all of your obligations under the Agreement, including covenants, is _____
_____.

REQUIRED MONTHLY AVERAGES

Section 3.3: Your Required Monthly Averages during the Term of your License are as follows:

1. From the Effective Date of this Agreement until the 1st anniversary date of this Agreement, the Rolling Monthly Average will be \$_____.
2. After the 1st anniversary date of this Agreement until the 2nd anniversary date of this Agreement, your Rolling Monthly Average will be at least \$_____.
3. After the 2nd anniversary date of this Agreement until the 3rd anniversary date of this Agreement, your Rolling Monthly Average will be at least \$_____.
4. After the 3rd anniversary date of this Agreement until the 4th anniversary date of this Agreement, your Rolling Monthly Average will be at least \$_____.
5. After the 4th anniversary date of this Agreement until the 5th anniversary date of this Agreement your Rolling Monthly Average will be at least \$_____.

The 1st date of measurement of the Rolling Monthly Average will be the 1st date when your sales figures will be available to Winzer for the 1st, 2nd and 3rd calendar months after the Effective Date of this Agreement.

INITIAL FRANCHISE FEE

Section 6.1: Your initial franchise fee is \$3,500; provided, however, that if you enter into this Agreement in connection with a sale to Winzer of some or all of your pre-existing business for which Winzer pays consideration, Winzer will waive the \$3,500 franchise fee.

DESIGNEE

Section 12.6. Your Designee who will be responsible for actively directing your affairs regarding the Business in the event of your death, disability or other verifiable health condition that significantly impairs your ability to operate the Business is _____

_____.

Designee Name: _____

Relationship to Franchise: _____

Address: _____

City, State, Zip: _____

Phone #: _____

Email Address: _____

WINZER FRANCHISE COMPANY, INC.

FRANCHISEE

By: _____
Vice President

Name

Date

Date

ATTACHMENT 2 TO FRANCHISE AGREEMENT
CANCELLATION AGREEMENT

Franchisee: _____

Date: _____

All initially capitalized terms contained in this Cancellation Agreement will have the same meanings as they are given in the franchise agreement (“Agreement”).

Unless you are a Renewing Franchisee, a Transferee, you acquired your License in connection with a sale to Winzer of some or all of your pre-existing business or unless Winzer paid any consideration to you in connection with the granting of your License, you may elect to terminate your License for any reason, or for no reason, within 6 months after the Effective Date of the Agreement. If you elect to terminate your License under this Cancellation Agreement, you must give Winzer a minimum of 30 days’ prior written notice within 5 months after the Effective Date of the Agreement. Thereafter:

(a) You must comply with the non-disclosure and non-diversion provisions of the Agreement (including the Permitted Representative Confidentiality Agreement), and any other provisions of the Agreement which, by their terms, survive such termination.

(b) Winzer will not cancel any promissory note from you; Winzer will not refund any fees and payments you have made to Winzer, including, without limitation, the initial franchise fee, all principal and interest on any promissory note, or any Service Fees; Winzer will not be required to repurchase any inventory.

(c) All sales occurring before the effective date of termination will be treated as if made under the terms of the Agreement, but Winzer will cancel your future obligations to sell under the terms of the Franchise Agreement

(d) Winzer may withhold the Periodic Gross Profits payments payable to you in such amounts as deemed necessary by Winzer, in its sole discretion, to cover any outstanding notes or open leases, and any accounts Winzer anticipates are uncollectible or any other chargebacks to you.

WINZER FRANCHISE COMPANY, INC.

FRANCHISEE

By: _____
Vice President

Name

ATTACHMENT 3 TO FRANCHISE AGREEMENT
SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (“Agreement”) is entered into by and between WINZER CORPORATION (“Licensor”) and _____ (“Licensee”) in connection with the franchise agreement between Winzer Franchise Company, Inc. (“Winzer”) and Licensee (“Franchise Agreement”) as of the Effective Date.

1. _____ Grant of Software License: Maintenance.

(a) Licensor provides access to Licensee of a nontransferable, nonexclusive, limited and restricted license (“Software License”) to use the software described in Schedule A (“Software”), subject to the terms and conditions herein.

(b) Licensor may provide Licensee with appropriate maintenance for the Software, including collection of verified program errors as provided in Section 6, and distribution of any new releases of or modifications to the Software as such new releases or modifications become available.

2. _____ Term and Fee.

The term of the Software License continues as long as the License granted under the Franchise Agreement remains in effect, and for any renewals or extensions of the License granted under the Franchise Agreement, unless earlier terminated as provided in Section 5. Licensor currently charges no fee for use of the Software, but reserves the right, on a minimum of 30 days’ written notice to Licensee, to charge a reasonable fee for use of the Software or to reasonably increase any fee it is then charging for use of the Software.

3. _____ Use.

(a) The Software License permits Licensee to use the Software, and related documentation, at Licensee’s address listed in Section 8(a).

(b) Licensee may use the Software solely in the conduct of its business under the Franchise Agreement.

(c) The Software requires specific operating systems to be functional. In addition, the Software requires appropriate computer hardware with adequate memory and storage to be functional. Although Licensor will assist Licensee in determining the appropriate hardware and operating systems needed to support the Software, Licensee is responsible to obtain and maintain such hardware and operating systems.

4. _____ Proprietary Rights.

(a) Licensee understands and agrees that the Software and related documentation were developed by and for Licensor at substantial expense to Licensor and embody substantial creative effort, that the Software and documentation are confidential, and that Licensor has and will have proprietary and other rights in the Software and documentation, including but not limited to, patent,

copyright, trademark, service mark, trade secret and trade name rights (collectively called the “Proprietary Rights”).

(b) Licensee acknowledges that no title or ownership of the Software or any component of the Software is transferred to Licensee by this Agreement and that the Software, and that all components of the Software, all Proprietary Rights associated with the Software, and all data entered into the Software on all computer servers, on leased software or by any service providers, are and will remain the property of Licensor. Licensee agrees not to make any claim or representation of ownership, or act as the owner, of the Software, any component of the Software, any Proprietary Right associated with the Software, or any data entered into the Software.

(c) Licensee must keep the Software (including all related documentation) confidential and must not sell, assign, distribute or disclose the Software or any component of the Software to any other person or entity. Licensee agrees to advise its employees and consultants in writing of the confidential and proprietary nature of the Software and of the restrictions imposed by this Agreement, and to confine access to Licensee’s employees and consultants solely on a need-to-know basis, subject to all restrictions imposed by this Agreement.

(d) Licensee agrees that, unless specifically authorized under this Agreement, it will not use, make or have made any more copies of the Software or any components of the Software that are delivered by Licensor for Licensee’s use.

(e) The provisions of this Section 4 apply to the Software as originally delivered by Licensor or as modified or otherwise enhanced and to any material and information regarding the Software that has been given to Licensee prior to or after the date of this Agreement. The provisions of this Section 4 will survive the expiration or termination of the Software License.

(f) Licensee agrees to assist Licensor in stopping and preventing any possession or use of the Software by any person or entity not authorized by this Agreement to have such possession or use, and will cooperate with Licensee in any litigation that Licensor determines is reasonably necessary to protect the Proprietary Rights.

(g) Licensee agrees that any breach of this Section 4 by Licensee or any 3rd. party will cause Licensor substantial damages, and that the amount of such damages is difficult to determine with precision. Licensee also agrees that any remedies at law for such a breach will be inadequate. As a result, Licensee agrees that such a breach will entitle Licensor, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without proving actual damages.

(h) Licensee agrees that Winzer or Licensor, from time to time and at any time, may access Licensee’s order entry device and all data and related information in the Software, through the Internet or other means. All data on the Software is the sole property of Winzer or Licensor.

5. Termination.

(a) In the event of a breach by Licensee of its confidentiality, nondisclosure or other obligations under Section 4, Licensor may immediately terminate the Software License without demand or notice. Termination will not result in any liability for Licensor.

(b) Either party may terminate the Software License:

(i) If the other party files for bankruptcy, reorganization or receivership or is adjudicated as bankrupt; or

(ii) On the material failure on the other party to perform its obligations hereunder, by submitting notice to the other party of the material failure, provided the material failure has not been corrected within 30 days of such notice; or

(iii) On the breach of the terms of the Franchise Agreement by Winzer if Licensee is terminating or by Licensee if Licensor is terminating, if the breach is not cured within any applicable cure period, or on expiration or termination of the License granted under the Franchise Agreement for any reason.

(c) On any expiration or termination of the Software License, Licensee must promptly return the Software to Licensor, including all copies of the Software, all materials containing part or all of the Software, and all related data and documentation.

6. Warranty.

Licensor warrants that the Software will perform according to the most current release of the related documentation. Licensee acknowledges, however, that the Software is so complex that it may have inherent defects. Licensee agrees that as its sole remedy for correction of any defects in the Software, provided that Licensee is not otherwise in breach of any provision of this Agreement, Licensor will provide all reasonable services to correct verified programming or documentation errors reported by Licensee that Licensor's diagnosis indicates are caused by a defects in the unaltered Software as delivered by Licensor. For the purposes of this Agreement, a verified programming or documentation error is one that can be recreated by Licensor at its facilities using the unaltered Software with data and input supplied by Licensee.

7. Limitation of Liability.

Except for the express warranties stated in Section 6, Licensor makes no warranties or representations with respect to the Software, whether express, implied, statutory or otherwise, in fact or in law, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Notwithstanding the form (e.g. contract, negligence or otherwise) in which any legal or equitable action may be brought against Licensor, Licensor will not be liable to Licensee or any 3rd. party for damages in excess of any fees actually paid to Licensor under this Agreement for damages arising out of or in connection with the delivery, use or performance of the Software. In no event will Licensor be liable to any party for special, consequential, indirect, punitive or exemplary damages, lost profits or lost savings, even if Licensor has been advised of the possibility of such damages.

8. Miscellaneous.

(a) Any and all notices given under this Agreement may be delivered personally or given by mail to the appropriate party at the address given below and will be effective when received. Each party may change its address for notices by sending written notice to the other party as provided in this Section 8(a). All notices must be in writing.

If to Licensor: Winzer Corporation
4060 E. Plano Parkway
Plano, Texas 75074-1800
Attention: President

If to Licensee _____

(b) In addition to any fees payable under this Agreement, Licensee must pay all taxes that are applicable to this Agreement or are measured directly by payments made under it and are required to be collected by Licensor or paid by Licensor to federal, state or local tax authorities, including but not limited to, sales, use, excise and personal property taxes, but excluding taxes based solely on Licensor's net income.

(c) Licensee may not assign or transfer this Agreement.

(d) This Agreement will benefit and be binding on Licensor and Licensee and their respective successors and permitted assigns.

(e) This Agreement constitutes the full and complete understanding and agreement of Licensor and Licensee, and supersedes all prior negotiations, understandings and agreements, as to the subject matter of this Agreement.

(f) No delay or omission or failure to exercise any right or remedy provided for in this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.

(g) Licensor and Licensee are independent contractors with respect to one another under this Agreement, and neither one is a principal, agent, legal representative, parent, affiliate, subsidiary, partner, joint venturer, employee, agent or legal representative of the other for any purpose.

(h) This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

(i) In any dispute arising hereunder that is finally adjudicated by a court of competent jurisdiction, the party that prevails will be entitled to recover from the other party its fees and costs, including its reasonable attorneys' fees, as determined by such court.

(j) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof; (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement; and (iii) there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal,

valid and enforceable.

The terms of this Agreement are agreed to by:

LICENSOR:

WINZER CORPORATION

By: _____
Vice President

LICENSEE:

FRANCHISEE

Name

SCHEDULE A TO SOFTWARE LICENSE AGREEMENT

SOFTWARE

ORDER ENTRY SOFTWARE – Licensor’s proprietary Order Entry/Business Management Software necessary to operate Licensee’s business under the Franchise Agreement.

ILLINOIS RIDER TO SOFTWARE LICENSE AGREEMENT

This Software License Agreement is amended and revised as follows for use in Illinois:

Section 8(h) is modified to include the following sentence:

This governing law provision is not a waiver of Franchisee’s rights under the Illinois Franchise Disclosure Act.

The terms of this Software License Agreement Rider are agreed to by:

LICENSOR:

LICENSEE:

WINZER CORPORATION

FRANCHISEE

By: _____
Vice President

Name

ATTACHMENT 4 TO FRANCHISE AGREEMENT

ADDENDUM FOR TRANSACTIONS WITH GOVERNMENT ENTITIES

THIS ADDENDUM FOR TRANSACTIONS WITH GOVERNMENT ENTITIES (“Addendum”) is entered into by and between WINZER FRANCHISE COMPANY, INC., a Texas corporation (“Winzer”) and _____ (“you”), individually, as of _____, 20__ (“Effective Date”). This Addendum is executed in connection with the franchise agreement between Winzer and you dated _____, 20__, including all amendments and supplements (“Franchise Agreement”).

WHEREAS, the General Services Administration (“GSA”) awarded a contract to Winzer Corporation, that authorizes the sale of products by Winzer and its franchisees to certain government agencies and other government entities (“GSA Contract”); and

WHEREAS, the Defense Logistics Department (“DLA”) awarded a contract to Winzer Corporation, that authorizes the sales of certain products by Winzer and its franchisees to certain government agencies and other government entities (“Cage Code”); and

WHEREAS, you wish to be able to periodically enter into transactions with federal, state and local government entities in accordance with the GSA Contract and Cage Code; and Winzer will authorize you to transact business under its GSA Contract and Cage Code if you agree to comply with all policies, rules, regulations and guidelines established by Winzer in accordance with the GSA Contract and Cage Code, and agree to abide by all laws that apply to your actions under the GSA Contract Cage Code.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Franchise Agreement is amended as follows:

1. Notwithstanding anything to the contrary in the Franchise Agreement, in the event of a conflict between the provisions of the Franchise Agreement and the provisions of this Addendum, the provisions of this Addendum will control. Winzer and you agree that the Franchise Agreement remains fully effective in all respects except as specifically modified herein, and that all the respective rights and obligations of Winzer and you under the Franchise Agreement remain as written unless modified herein.

2. You agree that this Addendum, as periodically supplemented by the Manual, including the GSA/DLA/Federal Government Business Policy, will govern all of your dealings under the GSA Contract, Cage Code and any other dealings with federal, state or local government entities.

3. You agree that you must at all times represent yourself as an authorized representative of Winzer, using Winzer’s name and business information, when conducting business under the GSA Contract and Cage Code or when entering into any transaction with the federal government. You acknowledge that you are not allowed to conduct business using your business name and address and/or company status under the GSA Contract and Cage Code or in transactions with the federal government.

4. If Winzer notifies you that Winzer has established a contract in its own name with any state or local government entity, you must at all times represent yourself as an authorized

representative of Winzer when conducting business with that state or local government entity. If Winzer does not have a contract in its own name with a state or local government entity, you may conduct business with such state or local business entities using your business name and address and/or company status.

5. At its sole discretion, Winzer may make portions of the GSA Contract and Cage Code available to you as Winzer deems necessary for your actions under this Addendum. At its sole discretion, Winzer may periodically provide to you portions of applicable laws and regulations governing transactions with federal, state and local government entities and related materials governing transactions with federal, state and local government entities. You agree to be familiar with all materials provided by Winzer with respect to transactions with federal, state and local government entities.

6. In addition to the requirements of Section 3.6 of the Franchise Agreement, you agree to adhere to all applicable laws and regulations with respect to transactions with federal, state and local government agencies, including all laws and regulations governing sales to federal, state and local government entities. You further warrant and represent to Winzer that you are familiar with all applicable laws and regulations governing sales to federal, state and local government agencies, and agree to monitor and become familiar with any revisions or changes to such applicable laws and regulations.

7. In addition to the other training specified in Section 4.2 of the Franchise Agreement, at its sole discretion, Winzer may periodically provide to you training related to transactions with federal, state and local government agencies. You agree to attend all required training sessions.

8. In accordance with Section 5.2 of the Franchise Agreement, you must furnish all information requested by Winzer with respect to any transaction with a federal, state or local government agency in the format requested by Winzer. In particular, you acknowledge and agree that you must submit to Winzer, in advance, for Winzer's review and approval, all bids, contracts, orders, solicitations, requests for proposal ("RFP") and requests for quote ("RFQ"), before you quote, accept, submit or process any government bid, contract, order or solicitation. You must inform Winzer of any request for information ("RFI") received by a federal, state or local government agency related to your transactions with any such entity.

9. In addition to the indemnification provision in Section 5.7 of the Franchise Agreement, you must indemnify, defend and hold harmless Winzer from all claims, actions, damages, judgments, freight charges, bid fees, attorneys' fees and other costs, expenses and losses, arising out of, in connection with or as a result of your transactions with any federal, state or local government agency, including violation of any applicable law or regulation related to such transactions by you or your Permitted Representatives.

10. Section 6.3 of the Franchise Agreement is amended to provide that you must honor all price terms of the GSA Contract and Cage Code, including quantity/volume discounts on orders from federal government accounts, or "Disaster Recovery" orders from state or local government accounts.

11. Unless Winzer otherwise consents, you will have no authority or responsibility for the submission of invoices for payment by any federal, state or local government agency. You

further agree to promptly refer to Winzer any RFI received by you from any federal, state or local government agency regarding an invoice for payment.

12. Sections 6.4 and 6.6 of the Franchise Agreement are amended to provide that Winzer may deduct from your Periodic Gross Profits the freight charges and bid fees on sales to federal, state or local government agencies for purposes of reimbursing Winzer for amounts that cannot be invoiced to a federal, state or local government agency.

13. You acknowledge and agree that your violation of any material terms of this Addendum or the Manual, including Winzer's GSA/DLA/Federal Government Business Policy, is deemed a violation of Section 13.3(i) of the Franchise Agreement. Winzer may terminate your authority to conduct further business under the GSA Contract without give you an opportunity to cure, immediately on your receipt of written notice. Winzer may also terminate your License without giving you an opportunity to cure, immediately on your receipt of a written notice of default.

14. You acknowledge that Winzer has deemed the customers under its GSA Contract and Cage Code to be National Accounts within the meaning of Section 17.1(26) due to the special procurement procedures and/or pricing requirements of the GSA Contract and Cage Code. You agree that the customers under the GSA Contract and Cage Code are Winzer's customers and that none of the customers under the GSA Contract or Cage Code are or can qualify to become your Protected Customers within the meaning of Section 17.1(~~363~~5).

IN WITNESS WHEREOF, you acknowledge this Addendum will become effective only on acceptance and execution by Winzer in the State of Texas, as of the Effective Date.

WINZER FRANCHISE COMPANY, INC.:

By: _____
Printed Name: _____
Title: _____
Date: _____

FRANCHISEE:

By: _____
Printed Name: _____
Date: _____

EXHIBIT D

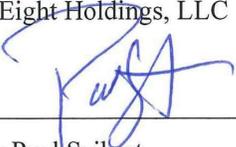
GUARANTEE OF PERFORMANCE

Form E
GUARANTEE OF PERFORMANCE

For value received, GradeEight Holdings, a LLC (the "Guarantor"), located at 4060 E. Plano Parkway, Plano, Texas 75074, absolutely and unconditionally guarantees to assume the duties and obligations of WINZER FRANCHISE COMPANY, INC., located at 4060 E. Plano Parkway, Plano, TX 75074 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its November 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns. The Guarantor signs this guarantee at Plano, Texas on the first day of November 2024.

Guarantor:

GradeEight Holdings, LLC

By:  _____

Name: Paul Seibert

Title: Executive Vice President

EXHIBIT E
FINANCIAL STATEMENTS



Report of Independent Auditors and
Consolidated Financial Statements

Grade Eight Holdings, LLC and Subsidiaries

July 31, 2024, 2023, and 2022



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Report of Independent Auditors

The Board of Directors
Grade Eight Holdings, LLC and Subsidiaries

Report on the Audit of the Financial Statements

Opinion

We have audited the consolidated financial statements of Grade Eight Holdings, LLC and Subsidiaries, which comprise the consolidated balance sheets as of July 31, 2024, 2023, and 2022, and the related consolidated statements of operations, changes in members' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Grade Eight Holdings, LLC and Subsidiaries as of July 31, 2024, 2023, and 2022, and the results of their operations, and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Grade Eight Holdings, LLC and Subsidiaries, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Grade Eight Holdings, LLC and Subsidiaries' ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Grade Eight Holdings, LLC and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Grade Eight Holdings, LLC and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Dallas, Texas
November 25, 2024

Consolidated Financial Statements

Grade Eight Holdings, LLC and Subsidiaries
Consolidated Balance Sheets
July 31, 2024, 2023, and 2022

	2024	2023	2022
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	\$ 2,655,928	\$ 1,418,885	\$ 565,584
Accounts receivable, (net of \$4,158, \$29,775, and \$30,144 allowance for credit losses at July 31, 2024, 2023, and 2022 respectively)	16,992,228	17,624,653	18,575,320
Inventories	20,398,085	21,374,266	17,563,730
Other current assets	1,401,618	856,568	733,177
Total current assets	<u>41,447,859</u>	<u>41,274,372</u>	<u>37,437,811</u>
Property and equipment, net	10,164,192	9,790,267	9,988,863
Right-of-use assets	5,156,559	6,043,043	-
Intangible assets, net	9,317,605	14,978,188	20,638,773
Goodwill, net	13,199,573	17,320,846	21,428,571
TOTAL ASSETS	<u>\$ 79,285,788</u>	<u>\$ 89,406,716</u>	<u>\$ 89,494,018</u>
LIABILITIES AND MEMBERS' EQUITY			
CURRENT LIABILITIES			
Accounts payable	\$ 6,604,262	\$ 6,875,089	\$ 6,142,985
Accrued expenses	1,563,300	1,012,667	1,422,914
Operating lease liabilities - short-term	1,461,071	1,714,989	-
Current maturities of long-term debt	1,181,250	720,000	-
Other current liabilities	10,481	16,061	18,166
Total current liabilities	<u>10,820,364</u>	<u>10,338,806</u>	<u>7,584,065</u>
Deferred tax liabilities	799,668	3,465,181	5,087,515
Long-term debt, net	58,049,962	59,269,399	55,796,514
Subordinate debt	2,000,000	-	-
Operating lease liabilities - long-term	3,907,579	4,488,977	-
Other long-term liabilities	4,009	14,242	226,591
Total liabilities	<u>75,581,582</u>	<u>77,576,605</u>	<u>68,694,685</u>
Members' equity	44,625,000	44,450,000	45,950,000
Accumulated deficit	(40,920,794)	(32,619,889)	(25,150,667)
Total members' equity	<u>3,704,206</u>	<u>11,830,111</u>	<u>20,799,333</u>
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 79,285,788</u>	<u>\$ 89,406,716</u>	<u>\$ 89,494,018</u>

See accompanying notes.

Grade Eight Holdings, LLC and Subsidiaries
Consolidated Statements of Operations
Years Ended July 31, 2024, 2023, and 2022

	<u>2024</u>	<u>2023</u>	<u>2022</u>
NET SALES	\$ 105,050,483	\$ 106,322,543	\$ 105,483,677
COST OF GOODS SOLD	<u>32,316,566</u>	<u>33,754,625</u>	<u>33,842,728</u>
GROSS PROFITS ON SALES	72,733,917	72,567,918	71,640,949
OPERATING EXPENSES			
Selling and marketing	35,702,429	32,756,812	30,596,591
Warehouse operations	15,263,560	16,661,244	16,021,845
Administrative costs	12,111,581	13,852,801	12,317,616
Auto, entertainment and travel	450,264	485,161	472,371
Depreciation and amortization	<u>12,087,053</u>	<u>12,120,056</u>	<u>14,184,997</u>
Total operating expenses	<u>75,614,887</u>	<u>75,876,074</u>	<u>73,593,420</u>
LOSS FROM OPERATIONS	(2,880,970)	(3,308,156)	(1,952,471)
OTHER INCOME (EXPENSE)			
Interest expense	(7,333,080)	(5,475,550)	(3,912,841)
Other income, net	<u>428,555</u>	<u>16,869</u>	<u>300,061</u>
Total other income (expense)	<u>(6,904,525)</u>	<u>(5,458,681)</u>	<u>(3,612,780)</u>
LOSS BEFORE TAXES	(9,785,495)	(8,766,837)	(5,565,251)
INCOME TAX PROVISION	<u>(1,484,590)</u>	<u>(1,297,615)</u>	<u>(152,816)</u>
NET LOSS	<u>\$ (8,300,905)</u>	<u>\$ (7,469,222)</u>	<u>\$ (5,412,435)</u>

See accompanying notes.

Grade Eight Holdings, LLC and Subsidiaries
Consolidated Statements of Changes in Members' Equity
Years Ended July 31, 2024, 2023, and 2022

	Members' Equity		Accumulated	Total
	Class A Units	Amount	Deficit	
BALANCE, August 1, 2021	46,840	\$ 45,800,000	\$ (19,738,232)	\$ 26,061,768
Units issued in exchange for services	150	150,000	-	150,000
Net loss	-	-	(5,412,435)	(5,412,435)
BALANCE, July 31, 2022	46,990	45,950,000	(25,150,667)	20,799,333
Redemption of member units	(1,895)	(1,500,000)	-	(1,500,000)
Net loss	-	-	(7,469,222)	(7,469,222)
BALANCE, July 31, 2023	45,095	44,450,000	(32,619,889)	11,830,111
Issuance of member units	175	175,000	-	175,000
Net loss	-	-	(8,300,905)	(8,300,905)
BALANCE, July 31, 2024	<u>45,270</u>	<u>\$ 44,625,000</u>	<u>\$ (40,920,794)</u>	<u>\$ 3,704,206</u>

See accompanying notes.

Grade Eight Holdings, LLC and Subsidiaries
Consolidated Statements of Cash Flows
Years Ended July 31, 2024, 2023, and 2022

	2024	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES			
Net loss	\$ (8,300,905)	\$ (7,469,222)	\$ (5,412,435)
Adjustments to reconcile net loss to net cash from operating activities			
Bad debt expense	16,000	16,000	16,000
Depreciation and amortization	12,087,053	12,120,056	14,184,997
Equity-based compensation	-	-	150,000
Amortization of deferred financing fees	442,342	63,486	473,114
Noncash operating lease expense	51,168	160,923	-
Deferred income taxes	(2,665,513)	(1,622,334)	(403,789)
(Gain) loss on disposal of property and equipment	-	16,349	11,334
(Gain) loss on sale of business unit	(365,802)	-	-
Changes in assets and liabilities			
Accounts receivable	1,091,425	934,667	(5,749,353)
Inventories	(95,415)	(3,810,536)	(4,458,477)
Other current assets	(686,074)	(123,391)	(29,745)
Accounts payable	(270,827)	732,104	2,216,621
Accrued expenses	550,633	(410,247)	907,032
Other long-term liabilities	-	(195,000)	(13,000)
Net cash from operating activities	<u>1,854,085</u>	<u>412,855</u>	<u>1,892,299</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Capital expenditures	(2,600,699)	(2,169,499)	(3,779,464)
Proceeds from sale of business unit	1,200,000	-	-
Net cash from investing activities	<u>(1,400,699)</u>	<u>(2,169,499)</u>	<u>(3,779,464)</u>
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from draws on revolving line of credit	1,500,000	4,400,000	2,200,000
Repayments on revolving line of credit	(1,496,552)	(270,601)	(600,000)
Payments on long-term debt and finance lease obligations	(15,813)	(19,454)	(22,885)
Cash paid to redeem membership units	-	(1,500,000)	-
Proceeds from draws on term loan	135,301	-	-
Payment debt refinance costs	(619,279)	-	-
Proceeds from issuance of membership units	-	-	-
Repayments on term loan	(720,000)	-	-
Proceeds from subordinated loans	2,000,000	-	-
Net cash from financing activities	<u>783,657</u>	<u>2,609,945</u>	<u>1,577,115</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	<u>1,237,043</u>	<u>853,301</u>	<u>(310,050)</u>
CASH AND CASH EQUIVALENTS, beginning of year	<u>1,418,885</u>	<u>565,584</u>	<u>875,634</u>
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 2,655,928</u>	<u>\$ 1,418,885</u>	<u>\$ 565,584</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION			
Interest paid	<u>\$ 6,890,738</u>	<u>\$ 5,463,155</u>	<u>\$ 3,408,662</u>
Income tax paid	<u>\$ 2,490,986</u>	<u>\$ -</u>	<u>\$ 535,325</u>
SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES			
Issue of Class A units in exchange of services	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 150,000</u>
ROU assets obtained in exchange for new operating lease liabilities	<u>\$ 1,042,179</u>	<u>\$ -</u>	<u>\$ -</u>
Issue of Class A units in exchange of receivable	<u>\$ 175,000</u>	<u>\$ -</u>	<u>\$ -</u>

See accompanying notes.

Grade Eight Holdings, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Note 1 – Summary of Significant Accounting Policies

Nature of operations – Grade Eight Holdings, LLC, is a limited liability company with no set termination date. Grade Eight Holdings, LLC, and its wholly owned subsidiary, Grade Eight Corp., are holding companies that conduct no operating activities and own no significant assets other than through its interests in its wholly owned subsidiary, Winzer Corporation, and indirectly the wholly owned subsidiaries of Winzer Corporation, Winzer Franchise Company, Inc., and FastServ Supply, Inc. (collectively referred to as the Company). The Company is headquartered in Plano, Texas, and distributes quality packaged fasteners, nuts, bolts, clamps, adhesives, sealers, electrical components, cutting fluid power fittings, chemicals, welding and shop supplies, janitorial supplies, and other related parts and services for the fastener, chemical, industrial, automotive, and maintenance industries throughout the United States.

During fiscal 1991, the Company began franchising, under which qualified persons or entities are granted the right to establish, develop, and own a franchised distribution business for the sale of supplies and repair parts in the automotive, industrial, and heavy-duty repair market. On October 29, 2012, the Company assigned the existing franchisees to its wholly owned subsidiary, Winzer Franchise Company, Inc. The Company had 267, 275, and 299, franchisees as of July 31, 2024, 2023, and 2022, respectively.

On December 29, 2023, the Company sold its A-1 Chemical division (a wholly owned subsidiary of Winzer Corporation), including the related assets and liabilities, for approximately \$1.2 million of cash and \$0.3 million of receivables, resulting in a gain on sale of approximately \$0.4 million which is presented within other income, net on the consolidated statement of operations.

Principles of consolidation – The consolidated financial statements include the accounts of the Company and its subsidiaries. All intercompany accounts and transactions have been eliminated.

Basis of presentation – The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP), which require management to make certain estimates and assumptions. These estimates and assumptions affect the reported amounts of assets and liabilities and the disclosures of contingent assets and liabilities as of the date of the consolidated financial statements, and the reported amounts of revenue and expenses during the reporting period. The Company bases its estimates on historical experience and on various assumptions that are believed to be reasonable under the circumstances at the time. Actual results could differ from those estimates under different assumptions or conditions.

Cash and cash equivalents – For purposes of consolidated financial statement presentation and reporting cash flows, all highly liquid investments with original maturities at the date of purchase of three months or less are considered cash equivalents. Financial instruments that potentially expose the Company to concentrations of credit risk consist principally of cash and cash equivalents on deposit with financial institutions, the balances of which frequently exceed federally insured limits.

Accounts receivable and allowance for credit losses – A majority of the Company's sales are made on credit. Accounts receivable are uncollateralized customer obligations due under normal trade terms requiring payment within 30 days from the invoice date. Amounts not collected from the franchisee customers are charged back to the selling franchisee. Accounts receivable are stated at the amount billed to the customer. The carrying amount of receivables is reduced by an allowance for credit losses that reflects management's best estimate of the amounts that will not be collected. Management individually reviews all delinquent accounts receivable balances.

Grade Eight Holdings, LLC and Subsidiaries

Notes to Consolidated Financial Statements

The Company records an allowance for credit losses based on specifically identified amounts that management believes to be uncollectible. The Company also records an additional allowance based on certain percentages of aged receivables, which are determined based on historical and management's assessment of the general financial conditions affecting the customer base. If actual collections change, revisions to the allowance may be required. After all attempts to collect a receivable have failed, the receivable is written off against the allowance. The allowance for credit losses on July 31, 2024, 2023, and 2022, was \$4,158, \$29,775, and \$30,144, respectively.

Inventories – Inventories are stated at the lower of average cost of the most recent purchases or net realizable value and is made up of purchased finished goods. The Company writes down the balance of inventory for slow moving, obsolete, or damaged inventories.

The write down is estimated using a graduated model that increases the write down percentage applied based on factors such as historical sales, inventory turn ratio, inventory fill rates, and salvage values for unusable or damage inventories. Management estimates the write down on a quarterly basis. As of July 31, 2024, 2023, and 2022, inventory write downs were approximately \$878,732, \$1,092,183, and \$929,815, respectively.

Long-lived assets – The Company's amortized long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. If undiscounted estimated future cash flows are less than the carrying amount of the assets, an impairment loss must be recognized based on the fair value of the assets. Management determined there was no impairment of long-lived assets as of July 31, 2024, 2023, and 2022.

Property and equipment – Property and equipment are stated at cost less accumulated depreciation. Property and equipment acquired as a result of the business combinations are initially stated at fair value. Equipment under finance lease is stated at present value of minimum lease payments (or fair value, if less) at the inception of the lease. Leasehold improvements are amortized over the shorter of the lease term or the estimated useful life of the asset. Depreciation and amortization of property and equipment are provided using the straight-line method based on estimated useful lives as follows:

Warehouse equipment	5 – 10 years
Office equipment	3 – 7 years
Computer software and equipment	3 – 10 years

Intangible assets and goodwill – The Financial Accounting Standards Board (FASB) issued guidance that allows private companies to elect not to separately identify and recognize certain intangible assets and noncompetition agreements acquired in a business combination. Under this alternative, a private company may elect not to recognize the following intangible assets in a business combination: customer-related intangible assets, unless they are capable of being sold or licensed independently from the other assets of a business, and noncompetition agreements. If adopted, the intangible asset alternative must be applied to all business combinations entered into after the effective date.

Grade Eight Holdings, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Adoption of this alternative also requires the adoption of the goodwill alternative issued by the FASB, which provides private companies with an alternative for the subsequent measurement of goodwill. Under this alternative, goodwill is amortized over a 10-year period and is only tested for impairment when a triggering event occurs that indicates the fair value may be below the carrying amount. Entities that adopt the alternative are required to make a policy decision to test goodwill for impairment either at the entity level or at the reporting unit level. If adopted, the goodwill alternative must be applied to all existing and future goodwill. The Company has adopted both of these accounting alternatives and elected to test goodwill for impairment at the entity level.

Goodwill is the excess of the cost of an acquired entity over the net of the amounts assigned to assets acquired and liabilities assumed. As a result of business combinations, the Company recognized goodwill as well as additional intangible assets. No impairment loss was recorded in the years ended July 31, 2024, 2023, and 2022.

The intangible assets relate to the Company's tradename and franchise agreements. The tradename and franchise agreements are amortized over the estimated useful lives of 20 years and 7 to 10 years, respectively. The weighted average useful life of the intangible assets acquired was 10.4 years.

Income taxes – Grade Eight Holdings, LLC (Holdings) is a limited liability company, and Grade Eight Corp (Corp.) is an S corporation, whereby, in lieu of corporate income tax, the members and shareholders are taxed on the Holdings and Corp. taxable income. Therefore; Holdings and Corp. are not subject to U.S. federal and state income taxes. Income taxes for Winzer Corporation are accounted for using the asset and liability method. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the carrying amounts of existing assets and liabilities and their respective tax bases.

Deferred tax assets and liabilities are measured using enacted tax rates expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the period in, which those differences are deductible.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income taxes are measured at the amount that is greater than likely of being realized. Changes in recognition or measurement are reflected in the period in, which the change in judgment occurs. The Company recognized both interest and penalties related to uncertain tax positions as part of the income tax provision. The Company maintains accruals for uncertain tax positions until examination of the tax year is completed by the applicable taxing authority, available review periods expire, or additional facts and circumstances cause us to change our assessment of the accrual amount.

Deferred financing costs – Deferred financing costs represent direct costs incurred to obtain long-term financing and are amortized to interest expense in the consolidated statements of operations over the term of the related debt using the straight-line method, which approximates the effective interest method.

Grade Eight Holdings, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Revenue recognition – The Company's revenue is recognized at a point in time when control and risk associated with ownership transfers to the customer, typically when the product ships. Net sales are determined by deducting discounts, sales tax, and returns from gross sales. Freight charges billed to customers are recorded as revenue and included in net sales. Sales are paid for at the time of sale in cash, credit card, or may be on account, generally with payment terms of 30 days. The Company recognizes revenues based upon the price the Company expects to be entitled, which is generally fixed. Customers have the right to return certain products and equipment (unopened and unused) for credit or refund; however, the Company offers no implied or express warranty on the products or equipment. Historically, obligations for returns and refunds have not been material to the consolidated financial statements; therefore, no estimated revenue adjustment or returns liability have been recorded.

During the years ended July 31, 2024, 2023, and 2022, all revenue was attributable to domestic operations of the Company. This revenue was wholly generated through point in time product shipments and retail sales.

Franchisees – During the year ended July 31, 1991, the Company began franchising under which qualified persons or entities are granted the right to establish, develop, and own a franchised distribution business for the sale of supplies, and repair parts in the automotive, industrial, and heavy-duty repair market. In October of 2012, the Company assigned the existing franchisees to its wholly owned subsidiary, Winzer Franchise Company, Inc. Franchise related sales account for approximately 90% of all recorded revenue for the Company.

The Company reports gross sales made by the franchisees as revenue. The Company manages the inventory supply chain and retains all of the inventory risk including obsolescence and shrinkage and records the cost of the related inventory as cost of goods sold. Additionally, the Company provides all back-office support and is wholly responsible for collection of accounts receivable. Although any uncollectible amounts from the franchisee customers are ultimately charged back to the selling franchise, the Company would absorb any bad debt in the event a franchise became insolvent.

Franchise fees – For the years ended July 31, 2024, 2023, and 2022, the franchise fees earned were approximately \$27,500, \$3,250, and \$64,000, respectively. Per the franchise agreement, franchise fees must be paid on or before the effective date of the agreement. The fee is considered fully earned and is non-refundable on the effective date of the agreement. This revenue stream is recognized over a five-year period, and there are no termination or cancellation fees.

Retail – The company operates seven retail stores in Texas. The stores sell a variety of maintenance, repair, and operation related products and equipment. All sales are recorded at the time the product transfers to the customer (point of sale) and are paid for at the time of sale in cash, credit card, or on account. Retail sales account for approximately 10% of all recorded revenue for the Company.

Sales by franchisees and related selling expenses – The Company invoices and ships inventory directly to customers for sales made by franchisees. The franchisees are paid the margin between their cost and the selling price to the customers, less the Company's franchise service fee and reimbursement of certain other costs. The Company reports the net expense to franchisees as selling and marketing expenses included in the consolidated statements of operations. For the years ended July 31, 2024, 2023, and 2022, net payments included in the expense were approximately \$30,928,129, \$30,544,325, and \$29,072,754, respectively.

Grade Eight Holdings, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Equity-based compensation – The Company accounts for its equity-based compensation plans by recognizing the costs of employee services received in exchange for an award of equity instruments based on grant-date fair value of the awards. Compensation expense related to the equity-based awards that are subject to vesting requirements are recognized over the vesting period.

Fair value of financial instruments – The Company's carrying value for its financial instruments, which includes cash and cash equivalents, accounts receivable, accounts payable, and long-term debt, approximates fair value.

Risks and uncertainties – Actual results and outcomes may differ from management's estimates and assumptions due to risks and uncertainties, including uncertainty in the current economic environment.

Reclassifications – Certain reclassifications were made to the 2022 and 2023 consolidated financial statement presentation in order to conform to the 2024 consolidated financial statement presentation with no effect on reported income or equity.

Recently issued accounting pronouncements – In February 2016, the FASB issued an Accounting Standards Update for *Leases* (Topic 842), (ASU 2016-02), which amends existing guidance to require lessees to establish a right-of-use (ROU) model that requires a lessee to record a ROU asset and a lease liability on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance (previously capital) or operating, with classification affecting the pattern of expense recognition on the statements of operations.

The Company elected to adopt Topic 842 effective August 1, 2022, using the modified retrospective transition method. For leases that commenced before the effective date of ASC 842, the Company elected the permitted practical expedients to not reassess the following: (i) whether any expired or existing contracts contain leases; (ii) the lease classification for any expired or existing leases; (iii) initial direct costs for any existing leases; and (iv) whether existing or expired land easements that were not previously accounted for as leases under Topic 840 are or contain a lease under ASC 842. The Company elected to combine lease and non-lease components for all asset classes and elected to exclude leases with a term of 12 months or less in the recognized ROU assets and lease liabilities when the likelihood of renewal is not probable. The Company determines if an arrangement is a lease at inception and only reassesses its determination if the terms and conditions of the arrangement are changed. Operating lease ROU assets and liabilities are recognized based on the present value of future minimum lease payments over the lease term at commencement date. The ROU asset also includes any lease payments made and initial direct costs incurred and excludes lease incentives. Refer to Note 7 for more information on the accounting for leases.

The FASB issued ASU No. 2016-13, *Financial Instruments – Credit Losses* (Topic 326): *Measurement of Credit Losses on Financial Instruments* (ASC 326), which requires companies to use a more forward-looking approach to estimate credit losses on financial instruments, including trade receivables. ASC 326 provides guidance on the measurement of expected credit losses for financial instruments. Under ASC 326, companies are required to estimate expected credit losses over the life of the asset and recognize those losses in the consolidated financial statements. Companies must consider a range of factors, including macroeconomic conditions, industry trends, and the creditworthiness of their customers, when estimating expected credit losses. The Company adopted Topic 326 as of August 1, 2024. Based on management's evaluation of future events, the Company expects credit losses to not be material.

Grade Eight Holdings, LLC and Subsidiaries
Notes to Consolidated Financial Statements

Note 2 – Property and Equipment

Property and equipment consist of the following as of July 31:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Computer software and equipment	\$ 22,296,089	\$ 20,845,242	\$ 19,242,748
Warehouse equipment	2,147,745	2,634,568	2,567,402
Leasehold improvements and other	1,888,301	990,837	982,844
Office equipment	403,933	403,932	403,932
Construction in progress	<u>1,260,620</u>	<u>483,427</u>	<u>-</u>
	27,996,688	25,358,006	23,196,926
Accumulated depreciation	<u>(17,832,496)</u>	<u>(15,567,739)</u>	<u>(13,208,063)</u>
Total	<u>\$ 10,164,192</u>	<u>\$ 9,790,267</u>	<u>\$ 9,988,863</u>

Depreciation expense for property and equipment as of and for the years ended July 31, 2024, 2023, and 2022, was \$2,305,196, \$2,344,973, and \$4,379,979, respectively.

Grade Eight Holdings, LLC and Subsidiaries
Notes to Consolidated Financial Statements

Note 3 – Intangible Assets and Goodwill

Intangible assets and goodwill, and related accumulated amortization by major asset type are as follows:

<u>July 31, 2024</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Franchise relationships	\$ 35,498,696	(34,278,592)	\$ 1,220,104
Trade name	<u>12,300,000</u>	<u>(4,202,499)</u>	<u>8,097,501</u>
Total	<u>\$ 47,798,696</u>	<u>(38,481,091)</u>	<u>\$ 9,317,605</u>
Goodwill	<u>\$ 41,144,990</u>	<u>(27,945,417)</u>	<u>\$ 13,199,573</u>
<u>July 31, 2023</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Franchise relationships	\$ 35,498,696	(29,233,008)	\$ 6,265,688
Trade name	<u>12,300,000</u>	<u>(3,587,500)</u>	<u>8,712,500</u>
Total	<u>\$ 47,798,696</u>	<u>(32,820,508)</u>	<u>\$ 14,978,188</u>
Goodwill	<u>\$ 41,144,990</u>	<u>(23,824,144)</u>	<u>\$ 17,320,846</u>
<u>July 31, 2022</u>	<u>Gross Carrying Amount</u>	<u>Accumulated Amortization</u>	<u>Net Book Value</u>
Franchise relationships	\$ 35,498,696	(24,187,423)	\$ 11,311,273
Trade name	<u>12,300,000</u>	<u>(2,972,500)</u>	<u>9,327,500</u>
Total	<u>\$ 47,798,696</u>	<u>(27,159,923)</u>	<u>\$ 20,638,773</u>
Goodwill	<u>\$ 41,144,990</u>	<u>(19,716,419)</u>	<u>\$ 21,428,571</u>

Grade Eight Holdings, LLC and Subsidiaries
Notes to Consolidated Financial Statements

Intangible asset amortization expense for each of the years ended July 31, 2024, 2023, and 2022, was \$5,660,584, \$5,660,584, and \$5,690,519, respectively. Amortization expense for goodwill for the year ended July 31, 2024, 2023, and 2022 was \$4,121,273 and for the years ended July 31, 2024, 2023, and 2022 was \$4,114,499 each. Estimated future amortization expense is as follows:

<u>Years Ending July 31,</u>	<u>Intangible Assets</u>	<u>Goodwill</u>	<u>Total</u>
2025	\$ 1,505,822	\$ 4,114,499	\$ 5,620,321
2026	674,870	4,114,499	4,789,369
2027	674,870	4,114,499	4,789,369
2028	674,870	799,300	1,474,170
2029	674,870	56,776	731,646
Thereafter	5,112,303	-	5,112,303
Total	<u>\$ 9,317,605</u>	<u>\$ 13,199,573</u>	<u>\$ 22,517,178</u>

Note 4 – Long-Term Debt

Long-term debt consisted of the following as of July 31:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Term Loan	\$ 50,704,700	\$ 51,289,399	\$ 51,560,000
Revolving line of credit	8,703,449	8,700,000	4,300,000
Subordinated loans	2,000,000	-	-
Long-term debt before discount	61,408,149	59,989,399	55,860,000
Deferred financing fees, net	(176,937)	-	(63,486)
Total debt, net of discount	61,231,212	59,989,399	55,796,514
Current portion of long-term debt	(1,181,250)	(720,000)	-
Long-term portion	<u>\$ 60,049,962</u>	<u>\$ 59,269,399</u>	<u>\$ 55,796,514</u>

Credit Agreement – In September 2017, the Company entered into a credit agreement (Credit Agreement) with companies that are owners of the Company. The Credit Agreement included initial commitments totaling \$62,000,000, consisting of a \$52,000,000 term loan (Term Loan) and up to \$10,000,000 in revolving loan advances (Revolver). The Credit Agreement also allowed for additional incremental commitments up to \$30,000,000 under the Term Loan and Revolver in total, of which the additional commitment related to the Revolver may not be more than \$5,000,000. The Credit Agreement was secured by substantially all the assets of the Company.

In February 2020, the Company executed the Second Amendment of the Credit Agreement, which modified the agreement to increase the total term loan balance by \$20,000,000 to be used to repay the Senior Subordinated Notes and the Junior Subordinated Notes, as well as pay any fees associated with repaying the balance. The total debt extinguished as of February 2020 was \$19,210,250 for both notes.

Grade Eight Holdings, LLC and Subsidiaries

Notes to Consolidated Financial Statements

The Term Loan required quarterly principal payments of \$180,000. Any outstanding principal and interest related to the Term Loan were due at maturity. Any prepayments on the Term Loan were first applied to the next four quarterly payments and then reduced future quarterly principal payments, and the final principal payment proportionally. The interest rate on the Term Loan was dependent upon the type of loan borrowed, as defined by the Credit Agreement. Interest was paid at least every quarter. The interest rate on the Term Loan was 11.26%, 10.08%, and 7.12%, at July 31, 2024, 2023, and 2022, respectively.

The Revolver required interest payments at least every quarter. Any principal and interest outstanding were due at maturity. Fees amounting to 0.50% annually of the unused balance were accrued and payable quarterly. The interest rate on the Revolver was dependent upon the type of loan the Company borrowed, as defined by the Credit Agreement. The interest rate on the Revolver was 12.45%, 11.87%, and 8.50% on July 31, 2024, 2023, and 2022, respectively.

Beginning with the fiscal year ending July 31, 2019, the Company was required to pay excess cash flow payments, as defined by the Credit Agreement, which are applied to amounts outstanding under the Credit Agreement. As of July 31, 2024, 2023, and 2022, there were no amounts due under the excess cash flow payment.

On September 26, 2023, the Company entered into an amendment to the Credit Agreement. This amendment extended the maturity date of the Term Loan and the Revolver from September 29, 2023, to November 20, 2024. The amendment also modified the interest rate on the Term Loan to Secured Overnight Financing Rate (SOFR) plus 6.25% and modified the interest rate on the Revolver either SOFR plus 6.25% or the prime rate plus 5.25%.

On October 4, 2024, the Company entered into a refinancing credit agreement (Refinancing) with another lender. This agreement extended the maturity date of the Term Loan and the Revolver from November 20, 2024 to October 4, 2029. The amendment also modified the interest rates to Alternative Base Rates (ABR) plus 4.75% to 6.25% for ABR loans, and SOFR plus 5.75% to 7.25% for SOFR loans, depending on the Company's leverage ratio.

In connection with the Refinancing, the pre-existing debt covenants as of July 31, 2024, have been removed. Consistent with FASB ASC 470 – *Debt*, the Company has classified short-term obligations related to the Term Loan as long-term debt on the consolidated balance sheet as of July 31, 2024 given the Company has demonstrated its intent and ability to refinance the debt on a long-term basis.

Note Purchase Agreements – In connection with the amendment to the Credit Agreement on September 26, 2023, the Company entered into a note purchase agreement with companies that are owners of the Company for \$2,000,000. The new note purchase agreement carries interest at 15% payable quarterly. All principal and any unpaid interest are due at maturity on September 26, 2028. The proceeds from the new note purchase agreement were used to repay principal and interest on the Revolver and fees associated with the amendment to the Credit Agreement. In connection with the Refinancing, the maturity of note purchase agreements with an aggregate principal amount of \$1,863,481 was extended to April 4, 2030.

Grade Eight Holdings, LLC and Subsidiaries
Notes to Consolidated Financial Statements

Deferred financing fees – In September 2023, the Company amended the Credit Agreement, which included an additional \$619,279 in financing fees. Deferred financing fees are presented net of accumulated amortization of \$176,937, \$0, and \$63,486 as of July 31, 2024, 2023, and 2022, respectively. Amortization of financing fees is recorded as interest expense in the consolidated statements of operations and totaled \$442,342, \$63,486, and \$473,114, for the years ended July 31, 2024, 2023, and 2022, respectively.

Scheduled future maturities of long-term debt at July 31, 2024, were as follows:

<u>Years Ending July 31,</u>	<u>Contractual Maturities</u>
2025	\$ 1,181,250
2026	1,575,000
2027	1,575,000
2028	1,575,000
2029	1,711,519
Thereafter	<u>53,790,380</u>
Total	<u>\$ 61,408,149</u>

Note 5 – Members' Equity

Concurrently with the acquisition of the Company on September 29, 2017, the Company amended and restated the limited liability company agreement. As part of the agreement, the Company is authorized to issue Class A units and Class P units.

Class A Units – The Company authorized 46,991 units of Class A Units, of which 45,270 units, 45,095 units, and 46,990 units were issued and outstanding as of July 31, 2024, 2023, and 2022, respectively. During the year ended July 31, 2024, the Company issued 175 Class A units for \$175,000 of receivables. During the year ended July 31, 2023, the Company redeemed 1,895 Class A units, which included 1,500 Class A units redeemed for cash of \$1,500,000. During the year ended July 31, 2022, the Company issued 150 Class A units valued at \$150,000 to a current board member in lieu of cash for director fees. As of July 31, 2024 and 2023, an aggregate of \$750,000 and as of July 31, 2022, an aggregate of \$1,250,000 in notes receivable issued in exchange for Class A Units were outstanding and is included as a contra-equity account included in members' equity on the consolidated balance sheets. Class A unitholders are entitled to one vote for each Class A Unit held. Class A unitholders' liability is limited to its capital contributions and members' equity attributable to the Class A Units.

Grade Eight Holdings, LLC and Subsidiaries

Notes to Consolidated Financial Statements

Class P Units – The Company authorized 10,394 Class P Units. The Company has designated Class P Units to be issued to employees and other individuals as determined by the Board. The Class P Units represent a profits interest in the Company and carry the rights, preferences, limitations, and obligations designated by the Company's limited liability company agreement. Vesting of the Class P Units is determined based on each individual grant agreement, and they are designated as either Time Vesting Units or Performance Vesting Units, each with separate vesting criteria and timing. During the years ended July 31, 2024, 2023, and 2022, 1,559, 1,559, and 2,827, Class P units granted were designated as Time Vesting Units, respectively, and 8,834, 7,189, and 5,011, Class P units granted were designated as Performance Vesting Units, respectively. During the years ended July 31, 2024, 2023, and 2022, 155, 3,786, and 156 Class P Units were forfeited, respectively.

Class P Performance Vesting Units will vest upon the disposition and sale of the Company, whereby the equity investors in the Company achieve a minimum of 2.0 times their initial investment. The Company will recognize compensation costs for the Class P Performance Vesting Units with performance conditions if and when the Company concludes that it is probable that the performance conditions will be achieved. As of July 31, 2024, 2023, and 2022, no Class P Performance Vesting Units were vested and 8,834, 7,189, and 5,011 were non-vested. No compensation cost related to the Class P Performance Vesting Units was recognized during the years ended July 31, 2024, 2023, and 2022. The Company will reassess the probability of the vesting of the Class P Performance Vesting Units at each reporting period and adjust the compensation costs based on its probability assessment.

Class P Time Vesting Units vest 20% per year on the anniversary of the grant date. When a Class P unitholder leaves the Company, the Class P Units will remain outstanding until a defined event occurs in accordance with the limited liability company agreement. The fair value of the Class P Units as of the grant date was determined to be immaterial as it relates to the overall financial statements. At July 31, 2024, 1,512 Class P Time Vesting Units were vested and 47 were non-vested. At July 31, 2023, 1,496 Class P Time Vesting Units were vested and 63 were non-vested. At July 31, 2022, 1,607 Class P Time Vesting Units were vested and 1,220 were non-vested. The Company recognized no amounts for compensation expense during the years ended July 31, 2024, 2023, and 2022.

Note 6 – Profit Sharing Plan

The Company has a 401(k)-profit sharing plan for its employees under, which eligible employees may contribute a part of their salary to the plan. The Company matches an amount equal to 50% of the employee's contribution, up to 6% of the employee's salary. Matching contributions by the Company amounted to approximately \$186,000, \$217,000, and \$216,000, for the years ended July 31, 2024, 2023, and 2022, respectively.

Grade Eight Holdings, LLC and Subsidiaries
Notes to Consolidated Financial Statements

Note 7 – Leases

The Company has adopted ASC 842, "Leases," effective August 1, 2022. As a result of the adoption, the Company recognizes right-of-use (ROU) assets and lease liabilities on its balance sheet for leases with terms greater than 12 months. The Company has operating leases primarily for office space and warehousing. The Company's leases expire at various times, and many have certain renewal options and lease payment escalation provisions. For those contracts where renewal options are reasonably certain to be exercised, the Company recognizes renewal option periods in the determinations of ROU assets and lease liabilities. Prior to the adoption of Topic 842, the Company's lease expense was \$2,652,666 for the year ended July 31, 2023 and 2022. Upon adoption, the company recorded ROU assets totaling \$7,923,084 and lease liabilities of \$8,003,611. The following represents lease data for the fiscal years ending July 31:

	<u>2024</u>	<u>2023</u>
ROU assets		
Operating leases	<u>\$ 5,156,559</u>	<u>\$ 6,043,043</u>
Lease liabilities		
Current portion of lease liabilities - operating leases	<u>\$ 1,461,071</u>	<u>\$ 1,714,989</u>
Long-term lease liabilities - operating leases	<u>\$ 3,907,579</u>	<u>\$ 4,488,977</u>
Weighted-average remaining lease term (in years)		
Operating leases	3.7	3.8
Weighted-average discount rate		
Operating leases	10.2%	9.8%
Operating lease expense	\$ 2,071,016	\$ 2,370,111
Variable lease expense	\$ 101,878	\$ 282,555
Cash paid for amounts included in the measurement of lease liabilities for operating leases	\$ 2,172,852	\$ 2,447,809
ROU assets obtained in exchange for lease liabilities	\$ 1,042,179	\$ -

Grade Eight Holdings, LLC and Subsidiaries
Notes to Consolidated Financial Statements

Future minimum rental payments required under noncancelable operating leases with terms in excess of one year as of July 31, 2024, are as follows:

Years ending July 31,

2025	\$ 1,922,846
2026	1,808,643
2027	1,459,629
2028	824,099
2029	197,311
Thereafter	<u>265,535</u>
Subtotal	6,478,063
Less present value of discount	<u>(1,109,413)</u>
Total	<u>\$ 5,368,650</u>

Note 8 – Income Taxes

Income tax expense (benefit) for the years ended July 31, 2024, 2023, and 2022, consist of the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Current expense (benefit)			
Federal	\$ 996,841	\$ 196,887	\$ (45,351)
State	<u>232,058</u>	<u>161,194</u>	<u>344,271</u>
Total current (benefit) expense	1,228,899	358,081	298,920
Deferred expense (benefit)			
Federal	(2,316,668)	(1,291,266)	(503,860)
State	<u>(396,821)</u>	<u>(364,430)</u>	<u>52,124</u>
Total deferred expense (benefit)	<u>(2,713,489)</u>	<u>(1,655,696)</u>	<u>(451,736)</u>
Total	<u>\$ (1,484,590)</u>	<u>\$ (1,297,615)</u>	<u>\$ (152,816)</u>

Grade Eight Holdings, LLC and Subsidiaries
Notes to Consolidated Financial Statements

In the years ended July 31, 2024, 2023, and 2022, the Company's effective tax rate reflected in income tax expense differed from the statutory tax rate as a result of changes to the tax positions and permanent tax differences related to uncertain tax positions. The difference between the Company's customary rate of 21% and the effective tax rate on income from continuing operations is due to the following:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Federal income tax statutory rate	21.0%	21.0%	21.0%
Goodwill amortization	-7.4%	-8.3%	-12.5%
State taxes	2.2%	2.7%	-6.4%
Other	<u>-0.8%</u>	<u>-0.6%</u>	<u>0.7%</u>
Effective tax rate	<u>15.0%</u>	<u>14.8%</u>	<u>2.8%</u>

Management has determined, based on the nature of the temporary differences, the Company's recent history of taxable income and its expectations for future taxable income, that it is more likely than not that the Company will realize the benefit of the deferred tax assets. Accordingly, the Company has not provided a valuation allowance for deferred tax assets at July 31, 2024, 2023, and 2022.

The tax effects of differences that give rise to significant portions of the deferred tax assets and the deferred tax liabilities at July 31, 2024, 2023, and 2022, are presented below:

	<u>2024</u>	<u>2023</u>	<u>2022</u>
Deferred tax assets			
Inventory capitalization	\$ 443,210	\$ 19,510	\$ (19,310)
Net operating losses	75,510	266,490	1,015,020
Inventory reserve	213,890	265,850	226,330
Stock compensation	33,870	33,870	70,380
Depreciation	(1,239,920)	(1,652,450)	(1,834,960)
Interest	1,965,730	834,780	6,450
Goodwill and intangibles	4,012,260	2,804,680	1,628,760
Other	<u>56,160</u>	<u>87,280</u>	<u>8,550</u>
Total deferred tax assets	<u>\$ 5,560,710</u>	<u>\$ 2,660,010</u>	<u>\$ 1,101,220</u>
Deferred tax liabilities			
Self-developed software	\$ (501,750)	\$ (501,750)	\$ (501,750)
Deferred rent	(123,110)	(123,110)	(103,810)
Goodwill and intangibles	(5,454,490)	(5,454,490)	(5,454,490)
Other	<u>(281,028)</u>	<u>(45,841)</u>	<u>(128,685)</u>
Total deferred tax liabilities	<u>(6,360,378)</u>	<u>(6,125,191)</u>	<u>(6,188,735)</u>
Total	<u>\$ (799,668)</u>	<u>\$ (3,465,181)</u>	<u>\$ (5,087,515)</u>

The statute of limitations for federal tax is open for the 2020 through 2024 fiscal years, and for state income tax the open statutes range from the 2019 through 2024 fiscal years.

Grade Eight Holdings, LLC and Subsidiaries
Notes to Consolidated Financial Statements

Note 9 – Related Parties

The Company entered into an advisory services agreement with a member on September 29, 2017, which requires monthly payments of the greater of \$25,000 or 0.3% of the Company's consolidated revenue per month. Total management fee expenses for the years ended July 31, 2024, 2023, and 2022, was \$330,116, \$337,356, and \$325,875, respectively, which is included in administrative costs in the consolidated statements of operations.

Note 10 – Subsequent Events

The Company has evaluated whether any subsequent events have occurred that would require disclosure in the consolidated financial statements and concluded were none other than the Credit Agreement Refinancing described in Note 4. The evaluation was performed through November 25, 2024, which is the date the consolidated financial statements were available to be issued.



NOTICE

THE FOLLOWING FINANCIAL STATEMENT IS PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS OR HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

GradeEight Holdings, LLC	
BALANCE SHEET	
FOR PERIOD ENDING AUGUST 31, 2024	
	(08/31/24)
	TY - Trial Balance
Row Labels	Trial Balance Roll-up
CASH	3,095,888.13
TRADE ACCOUNTS RECEIVABLE,	15,676,570.56
INVENTORY	19,948,162.34
DEFERRED INCOME TAX	0.00
RECEIVABLE-STOCKHOLDER	0.00
PREPAID & OTHER CUR ASSETS	1,195,633.96
TOTAL CURRENT ASSETS	39,916,254.99
LAND	0.00
WAREHOUSE EQUIPMENT	4,947,673.60
OFFICE EQUIPMENT	927,558.36
COMPUTERS	28,127,078.35
LEASED EQUIPMENT	115,489.16
LEASEHOLD IMPR. & OTHER	1,832,312.64
VALUATION - 09/2017	612,239.00
CONSTRUCTION IN PROCESS	1,316,659.94
ACCUM DEPRECIATION & AMORT	(27,653,653.29)
TOTAL NET PP&E	10,225,357.76
GOODWILL, LESS ACCUM AMORT	12,856,697.90
INTANGIBLE, LESS ACCUM AMORT	8,845,889.50
INTERCOMPANY	4,779.41
DEFERRED FINANCING COSTS (A)	0.00
OTHER ASSETS	5,148,916.06
TOTAL ASSETS	76,997,895.62
ACCOUNTS PAYABLE	4,505,280.63
ACCRUED EXPENSES	1,330,269.08
SR TERM DEBT CURRENT	1,181,250.00
CAPITAL LEASE - CURRENT	9,729.95
ACCRUED INTEREST (REVOLVER)	1,154,855.71
Operating liabilities - short term (ASC 842)	1,455,010.71
FEDERAL INCOME TAX PAYABLE	(289,699.83)
TOTAL CURRENT LIABILITIES	9,346,696.25

SR TERM DEBT - NONCURRENT	49,523,449.33
SR & JR SUB DEBT - NONCURRENT	0.00
DEFERRED FINANCING COSTS (L)	(132,702.58)
CAPITAL LEASE - NONCURRENT	3,442.81
REVOLVING LINE OF CREDIT	8,703,448.71
CONT PERFORM PYMT-NONCURRENT	0.00
Operating liabilities - long term (ASC 842)	3,788,767.49
SR & JR SUB (PIK)	2,000,000.00
DEFERRED TAX LIABILITY	799,668.13
TOTAL LIABILITIES	74,032,770.14
MEMBER'S EQUITY	45,375,000.00
ACCUM. EARNINGS (DEFICIT)	(40,830,114.16)
CONTRA EQUITY	(750,000.00)
CURRENT PROFIT LOSS	(829,760.35)
TREASURY STOCK	0.00
DIVIDENDS PAID	0.00
TOTAL EQUITY	2,965,125.49
TOTAL LIABILITIES & EQUITY	76,997,895.63
	\$0.01

GradeEight Holdings, LLC	
INCOME STATEMENT (Unaudited)	
FOR PERIOD ENDING AUGUST 31, 2024	
Total Company	(Unaudited)
	Aug-2024
Net Sales	8,926,381
Cost of Goods Sold	2,769,575
GROSS PROFIT	6,156,806
SG&A	6,207,260
NET INCOME/(LOSS) Before Interest & Taxes	(50,454)
OTHER (INCOME) / EXPENSE	701,825
INCOME TAX	77,482
NET (INCOME)/LOSS	(829,760)

EXHIBIT F

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EXHIBIT G

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states).

State	State Agency	Agent for Service of Process
CALIFORNIA	California Commissioner of Business Oversight Department of Financial Protection and Innovation 320 West 4 th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7505 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
MINNESOTA	Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 593-1500	Minnesota Commissioner of Commerce

EXHIBIT G

AGENCIES/AGENTS FOR SERVICE OF PROCESS

State	State Agency	Agent for Service of Process
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 212-416-8222	Attn: New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6 th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Department of Labor and Regulation/ Division of Insurance/Securities Regulation 124 South Euclid Avenue, 2 nd Floor Pierre, SD 57501-3185 (605) 773-3563	Director of South Dakota Division of Insurance
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200	Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT H

PERMITTED REPRESENTATIVE CONFIDENTIALITY AGREEMENT

THIS PERMITTED REPRESENTATIVE CONFIDENTIALITY AGREEMENT (“Agreement”) is made by and among WINZER FRANCHISE COMPANY, INC. (“Winzer”), _____ (“Franchisee”) and _____ (“Permitted Representative”).

WHEREAS, Winzer distributes quality packaged fasteners, nuts, bolts, clamps, adhesives, sealers, electrical components, cutting tools, fluid power fittings, chemicals, welding and shop supplies, janitorial supplies and other related products and services throughout the United States to customers in fastener, chemical, industrial, automotive and maintenance supply operations, directly through its own employees and through a system of independent franchisees, and Winzer has developed its Confidential Information over a period of time and at considerable expense.

WHEREAS, Winzer and Franchisee entered the Franchise Agreement and Permitted Representative is about to commence employment or activities as a Permitted Representative with Franchisee in a position requiring responsibility and trust and will thereby gain access to Winzer’s Confidential Information, such that Winzer requires Permitted Representative to agree to refrain from disclosing Winzer’s Confidential Information, and to refrain from diverting customers from Winzer, Franchisee or the Business in order to fulfill Permitted Representative’s obligation to promote and develop Franchisee’s Business during the Affiliation Period.

NOW, THEREFORE, in consideration of Periodic Gross Profits payments and/or other benefits to be received by Permitted Representative, and the recitals and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Any capitalized terms that are used in this Agreement without definition will have the meaning ascribed to the capitalized term in the Franchise Agreement. Otherwise, the capitalized terms are defined as follows:

(a) **“Affiliation Period”** means the period of time beginning when employment, contractual relationship or other affiliation is created between Permitted Representative and Franchisee, being _____, 20__ and ending on the date of termination of Permitted Representative’s employment, contractual relationship or affiliation with Franchisee.

(b) **“Business”** means the Franchisee’s direct sales business using Winzer’s Marks and the System for the promotion, sale and support of Approved Winzer Products to Customers in the Licensed Market.

(c) **“Confidential Information”** means Permitted Representative’s knowledge of the operation of the Business, including Winzer’s contracts, forms, information, knowledge, know-how, methods, operating procedures, processes, specifications, standards, systems, trade secrets, and all other proprietary, confidential or competitively sensitive information, including but not limited to, the Confidential Operations Manual, franchisee price index or similar price indices applicable to Approved Winzer Products,

Periodic Gross Profits payment method, product backlog, shipment and refund (credit) history and practices, computer-generated financial and other reports, staff composition and organization systems; quality assurance programs; strengths and weaknesses of the Winzer franchise system, corporate plans, product introductions, product acceptance, business plans, marketing methods, customer complaints of which Permitted Representative becomes aware, certain franchisee information, market research, duties imposed by Winzer, and any other information that Winzer may designate, identify or treat as confidential or proprietary. Confidential Information does not include information that (i) Permitted Representative demonstrates lawfully came to Permitted Representative's attention prior to disclosure by Franchisee or Winzer; (ii) at the time of disclosure to Permitted Representative, had lawfully become a part of the public domain, through publication or communication by others; (iii) after disclosure to Permitted Representative, lawfully becomes a part of the public domain, through publication or communication by others (but in no event through any act or omission of Permitted Representative, Franchisee, or Franchisee's agents); provided, however, that information that comes to Permitted Representative because of any prior affiliation with Franchisee and/or Winzer will be deemed Confidential Information.

(d) **“Confidentiality Period”** means the time period beginning on the Effective Date of this Agreement and ending one year after the Termination Date.

(e) **“Franchise Agreement”** means the agreement between Winzer and Franchisee under which Franchisee was granted certain rights with respect to the Business; Franchisee received valuable training from Winzer and was given access to Winzer's Confidential Information; and Franchisee agreed to refrain from disclosing Winzer's Confidential Information and to refrain from diverting customers from Winzer.

(f) **“Franchise Period”** means the time period beginning when the franchise relationship is established between Winzer and Franchisee and ending on the date of expiration or termination of the franchise relationship between Winzer and Franchisee, regardless of the reason for the termination of the franchise relationship.

(g) **“Franchisee”** means Franchise Name, an authorized franchisee of Winzer.

(h) **“Permitted Representative”** means Permitted Rep Name, a permitted representative of Franchisee.

(i) **“Prohibited Persons”** means any and all customers with whom Franchisee or Permitted Representative previously dealt on behalf of Winzer, any and all customers who purchased Approved Winzer Products within 12 months of the Termination Date (regardless of whether such customers specifically dealt with Franchisee or Permitted Representative), and any and all potential customers identified to Franchisee or Permitted Representative through the efforts of Winzer including but not limited to, prospective customer identified on lists developed by others and paid for by Winzer; provided, however, that Franchisee may elect (by written directive to Winzer as of the Effective Date) to exclude any customers who were customers of Permitted Representative and to whom Permitted Representative made sales in the 12 months before Permitted Representative became affiliated with Franchisee and/or Winzer.

(j) “**Prohibitions**” means the covenants described in Section 2 of this Agreement.

(k) “**Termination Date**” means the earlier of the end of the Franchise Period or the Affiliation Period.

(l) “**Winzer**” means Winzer Franchise Company, Inc., a Texas corporation.

2. **Prohibitions.** Permitted Representative acknowledges that the Confidential Information has been developed by Winzer at great effort, time and expense, and contains trade secrets of Winzer, and that Permitted Representative will have regular and continuing access to Confidential Information during the Affiliation Period. Permitted Representative accordingly promises and agrees that Permitted Representative, directly or indirectly, for himself or herself, or through, on behalf of or in conjunction with any other person or entity, without the prior written consent of Winzer and Franchisee, will not:

(a) Use any Confidential Information for his or her own benefit except in the performance of Permitted Representative’s duties in connection with the Business;

(b) Disclose, disseminate or divulge any Confidential Information to any person or entity for the benefit of himself or herself or any other person in any other business or in any manner not specifically authorized or approved in writing by Winzer;

(c) Disparage Winzer, Franchisee or any other WINZER franchisee or their respective employees or agents;

(d) Seek, solicit or encourage the disclosure of additional Confidential Information from Winzer, Franchisee, any other WINZER franchisee or any employee or independent contractor affiliated with Winzer, Franchisee or any WINZER franchisee during the Confidentiality Period;

(e) Contact, solicit, divert, take away, accept, or attempt to contact, solicit, divert, take away or accept the business or patronage given to Winzer, Franchisee or any other WINZER franchisee by any Prohibited Persons or any other customers for himself or herself, or on behalf of any competitor or any other person during the Confidentiality Period; and

(f) Own, operate, maintain, engage in, be employed by, have any interest in or perform any services for any business that is a competitor of Winzer or Franchisee during the Confidentiality Period unless such activities would not result in a violation of any other Prohibition under this Agreement.

3. **Reduction of Prohibitions.** Winzer may, in its sole and absolute discretion, reduce the scope of any Prohibition without Permitted Representative’s consent, effective immediately on written notice to Permitted Representative. Permitted Representative agrees to promptly comply with any reduced Prohibition of which he or she is given notice, which will be fully enforceable notwithstanding Section 14 or anything else to the contrary in this Agreement.

4. **Time Periods.** The Prohibitions in this Agreement will continue in effect without limitation as to time unless otherwise noted. If Permitted Representative violates any Prohibition that includes a limitation as to time, the running of the time period of such Prohibition so violated will be

automatically suspended on the date of such violation and will resume on the date that such violation ceases and all appeals, if any, are resolved.

5. **Severability.** Each Prohibition is independent of every other Prohibition. If any portion of a Prohibition is held invalid or unenforceable by a court or tribunal unless its terms are limited by either length of time or geographic scope, Permitted Representative agrees to be bound by the lesser obligation as if the amended Prohibition were stated in this Agreement. If an entire Prohibition is held invalid or unenforceable by a court or tribunal, the remaining Prohibitions in this Agreement will continue in effect.

6. **Conditions Precedent.** Permitted Representative acknowledges that the Prohibitions in this Agreement are conditions precedent to engagement or employment by Franchisee, and that the Prohibitions are necessary to protect the Confidential Information. Permitted Representative acknowledges that the Prohibitions will not prevent Permitted Representative from earning a livelihood during the Confidentiality Period.

7. **Winzer as Beneficiary.** Permitted Representative acknowledges that Winzer is a beneficiary of this Agreement and may independently enforce any part of this Agreement without Franchisee's participation or consent. Permitted Representative acknowledges that Franchisee must adhere to the Franchise Agreement, and that Permitted Representative must adhere to Winzer's directives to and through Franchisee in connection with standards and specifications related to operation of the Business under the Franchise Agreement. Notwithstanding the foregoing, nothing in this Agreement is intended to create an employment relationship between Permitted Representative and Winzer, or to give Permitted Representative any right or privilege that Winzer has reserved to its franchisees.

8. **Franchisee Audits.** Permitted Representative must keep complete and accurate records related to the operation of the Business and must permit Winzer and its representatives to inspect or audit those records as part of an audit of Franchisee as permitted under the terms of the Franchise Agreement. During any inspection or audit, Permitted Representative agrees to cooperate fully and to give any assistance reasonably requested by Franchisee or Winzer.

9. **No Competitive Prohibitions.** Permitted Representative represents to Franchisee and Winzer that Permitted Representative is not subject to any currently effective contract or agreement that would impair or prevent Permitted Representative from entering into this Agreement or from fully performing the duties of Permitted Representative. Without limiting the foregoing, Permitted Representative represents and agrees that Permitted Representative will not utilize any confidential information or trade secrets of any other person or former employer in the performance of Permitted Representative's duties with Franchisee.

10. **Return of Tangible Manifestations.** On the Termination Date, Permitted Representative must return to Winzer or Franchisee and will not keep copies of tangible manifestations of the Confidential Information received under this Agreement.

11. **Assignment.** This Agreement will be binding on and inure to the benefit of the parties and their respective executors, heirs, legal representatives, successors and permitted assigns. Winzer may freely assign its rights under this Agreement. Permitted Representative may not assign its obligations under this Agreement without the prior written consent of Winzer and Franchisee.

12. **Notices.** Any notice or other communication required or permitted to be given to any party or other person under this Agreement will be in writing. A notice will be deemed to have been delivered: (a) if mailed, 3 days after deposited in the United States mail, postage prepaid; (b) if faxed, on delivery if delivered during normal business hours of the recipient, otherwise the following business day; (c) if hand-delivered, upon delivery against receipt or upon refusal to accept the notice; or (d) if delivered by overnight courier, 1 business day after deposited with such courier, charges prepaid. In each case, a notice must be addressed to the party or other person at the address set forth below or at such other address as the party or other person may have designated in writing:

To Winzer: Mr. Paul Seibert, Executive Vice President
Winzer Franchise Company, Inc.
4060 E. Plano Parkway
Plano, Texas 75074-1800

To Franchisee: {Franchise Name}
{Street Address}
{City, State & Zip}

To Permitted Representative: {Permitted Rep Name}
{Street Address}
{City, State & Zip}

13. **Equitable Relief and Recovery of Costs.** Permitted Representative acknowledges that his or her violation of any Prohibition will cause irreparable injury to Winzer and Franchisee for which no adequate remedy at law is available. Permitted Representative agrees that, in addition to any other legal and equitable rights and remedies, Winzer and/or Franchisee will be entitled to the issuance of an order of specific performance, a restraining order and/or temporary, preliminary or permanent injunctive relief upon the posting of a bond in the sum of \$1,000, restraining any actual or threatened violation by Permitted Representative of the Prohibitions. In any action for equitable relief, the return of Confidential Information, damages or any other legal or equitable remedy permitted by law, Permitted Representative agrees to pay reasonable attorneys' fees, cost and out-of-pocket expenses of Franchisee and/or Winzer that are related to the action for enforcement or damages.

14. **Governing Law.** This Agreement will be governed by, interpreted and enforced in accordance with the laws of the state in which Franchisee has its principal place of business on the Effective Date.

15. **Entire Agreement, Amendment, Modification and Waiver.** This Agreement sets forth the entire understanding of the parties as to the subject matter; provided, however, that Franchisee and Permitted Representative may enter into an employment agreement or other agreement regarding their business relationship. No amendment, modification or waiver of any condition, provision or term of this Agreement will be valid or of any effect unless made in writing, signed by the party or parties to be bound, specifying with particularity the nature and extent of such amendment, modification or waiver. The Prohibitions of this Agreement may not be amended or modified by any other agreement entered into between Franchisee and Permitted

EXHIBIT I

PERMITTED REPRESENTATIVE INDEMNITY AGREEMENT

This AGREEMENT is made and entered into by and between WINZER FRANCHISE COMPANY, INC. ("Winzer"), {FRANCHISEE NAME} ("Franchisee") and {PROSPECT NAME} ("Prospect"), having an address of {Street Address, City, State & Zip}.

WHEREAS, Prospect wishes to become a Permitted Representative of Franchisee, an authorized WINZER franchisee, and Winzer wishes to allow Prospect to become a Permitted Representative of Franchisee.

WHEREAS, Prospect was formerly employed by {Full Company Name} ("Company Name"), Prospect wishes to become a Permitted Representative of Franchisee, and Winzer will allow Prospect to become a Permitted Representative of Franchisee,

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Winzer, Franchisee and Prospect agree as follows:

1. Winzer hereby agrees to allow Prospect to become a Permitted Representative of Franchisee based upon and on the condition that Prospect makes the representations set forth below and also signs Winzer's standard Permitted Representative Confidentiality Agreement.

2. Prospect hereby agrees and acknowledges that Winzer is proceeding with a Permitted Representative Confidentiality Agreement with Prospect based upon the following express representations, the truthfulness and accuracy of which Prospect hereby acknowledges, agrees and expressly adopts:

a. Prospect terminated his/her employment or independent contractor relationship with {Company Name} as of {Date}.

b. Prospect has returned to {Company Name} all material and other information in his/her possession relating to {Company Name} that {Company Name} represented to Prospect or otherwise designated as being confidential and proprietary to {Company Name}.

c. Prospect had no materials or information in his/her possession, custody, or control that were prepared by or for {Company Name} or related to {Company Name} or any of {Company Name}'s customers or prospective customers except information relating to Prospect's compensation, such as payroll or commission checks, statements of income, or any forms that were filed or are to be filed with the Internal Revenue Service or any State revenue collecting service relating to Prospect's employment with or representation of {Company Name}.

d. Prospect has not violated any restrictive covenants in favor of {Company Name}, and will not violate any restrictive covenants in favor of {Company Name} by entering into an agreement with Franchisee and Winzer.

e. Prospect has not provided nor will Prospect provide to Winzer, or to any of its employees, franchisees or agents, any material or information that {Company Name} has represented to Prospect or has designated to be confidential or proprietary to {Company Name}.

3. Prospect hereby agrees to indemnify, defend, and hold harmless Winzer from all claims, actions, judgments, damages, including attorneys' fees and other costs, expenses and losses, arising out of, in connection with, or as a result of any acts by Prospect that are in violation of any restrictive covenants in favor of (Insert Company).

4. Prospect hereby acknowledges and agrees that Winzer has relied on each of the representations made by Prospect herein in allowing Prospect to become a Permitted Representative of Franchisee.

5. This agreement is governed by the laws of the State of Texas.

6. In the event of Prospect's default or a dispute arising from this Agreement, Prospect agrees that venue for any legal action will be in any court of competent jurisdiction in Collin County, Texas, and Prospect waives all questions of personal jurisdiction for the purposes of carrying out this provision.

7. Prospect agrees that Winzer will be entitled to recover its reasonable costs and expenses, including attorneys' fees, if Winzer commences an action to enforce this Agreement, or is required to defend itself due to Prospect's violation of this agreement.

8. Signed and executed as of _____, 20____.

WINZER FRANCHISE COMPANY, INC.:

FRANCHISEE:

Paul Seibert, Executive Vice President

Franchisee Signature

PROSPECT:

Prospect Signature

I, {Franchisee Name}, hereby acknowledge and agree that I am responsible for ensuring that Prospect, {Prospect Name}, as a Permitted Representative of my franchise, complies with all obligations and restrictions outlined in this Agreement, as well as those listed in my Franchise Agreement and Winzer's Confidential Operations Manual as they relate to Permitted Representatives and their involvement in the Business, and that any violations of those agreements and their covenants by Prospect will be considered the same as a violation by me.

Franchisee Signature

Date

EXHIBIT J

**CONFIDENTIALITY AGREEMENT
(FRANCHISE ASSET PURCHASE)**

CONFIDENTIALITY AGREEMENT

This **CONFIDENTIALITY AGREEMENT** (“Agreement”) is entered into between WINZER FRANCHISE COMPANY, INC., a Texas corporation (“Winzer”) and _____, having an address of _____ (“Prospect”) as of _____ (“Effective Date”).

WHEREAS, Winzer distributes quality packaged fasteners, nuts, bolts, clamps, adhesives, sealers, electrical components, cutting tools, fluid power fittings, chemicals, welding and shop supplies, janitorial supplies and other related products and services throughout the United States, and Prospect is engaged in the sales of fastener, chemical, industrial, automotive and maintenance supply products in _____.

WHEREAS, Winzer is interested in acquiring certain assets of Prospect, and entering into a franchise relationship(s) with Prospect’s owner(s) and specified employees.

WHEREAS, in order to evaluate the potential business opportunities, each party must provide the other party with information that the party identifies and treats as confidential.

NOW, THEREFORE, in consideration of the foregoing recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definition of Confidential Evaluation Material. The Confidential Evaluation Material includes all confidential information furnished by a party to the other party in the mutual evaluation process, including but not limited to, a party’s product catalogs, price lists, cost lists, customer lists, supplier lists, financial statements, names and identities of sales representatives, agents, or customers, as well as any other information that a party identifies, designates or treats as confidential.

2. Non-Use. Each party agrees not to use the Confidential Evaluation Material of the other party for any purpose except to evaluate a possible transaction between the parties.

3. Non-Disclosure. Except as otherwise set forth in this Agreement, neither party will disclose any of the other party’s Confidential Evaluation Material to any third party without prior written approval of the party owning the Confidential Evaluation Material. Each party agrees to limit disclosure of the other party’s Confidential Evaluation Material to its officers, directors, key employees and representatives who have a need to know the Confidential Evaluation Material, or any attorneys, accountants or consultants who may be assisting in evaluation of the transaction contemplated between the parties.

4. Protection of Confidential Evaluation Material. Each party agrees to accord to the other party’s Confidential Evaluation Material the same degree of care and use the same confidentiality protection practices as exercised or employed with respect to the party’s own confidential information. It is Prospect’s responsibility to ensure that Prospect’s officers, directors, employees, and representatives who are given access to the Confidential Evaluation Material will be bound by and will conduct their evaluation in accordance with the terms of this Agreement. It

is Winzer's responsibility to insure that Winzer's officers, directors, employees, and representatives who are given access to the Confidential Evaluation Material will be bound by and will conduct their evaluation in accordance with the terms of this Agreement.

5. Exclusions. This Agreement does not apply to Confidential Evaluation Material that: **(a)** is previously known to the recipient; or already in the recipient's possession on a non-confidential basis; or in the hands of the recipient (including third parties) by any means other than a breach of this Agreement; **(b)** is or becomes part of the public domain, or otherwise is or becomes generally available to the public, other than through a wrongful act by the non-owner; **(c)** is independently developed in good faith by a representative of a party who did not have access to the other party's Confidential Evaluation Material; and **(d)** is sought by subpoena or written discovery ("Process"), provided that the owner of the Confidential Evaluation Material will be immediately notified of the receipt of Process, whereon the owner may request that the person on whose behalf the Process was issued delete the Confidential Evaluation Material from the scope of Process and, if the person refuses, then such owner may seek any and all available remedies, including, without limitation, commencing proceedings to enjoin the disclosure of Confidential Evaluation Material or intervening in pending proceedings to seek the entry of protective orders or other appropriate relief. No provision of this Agreement will be construed to interfere with a party's obligations to comply with a lawful court order. No disclosure of Confidential Evaluation Material by a party pursuant to Process will be deemed to place the Confidential Evaluation Material in the public domain, or to relieve the party from the future performance of all of its confidentiality obligations under this Agreement, absent express orders of the court to the contrary.

6. Return of Documents. At any time on written request of the party owning the Confidential Evaluation Material, the recipient will return the documents or other tangible property or records containing Confidential Evaluation Material, or will certify that the documents or other tangible property or records containing Confidential Evaluation Material have been destroyed, and that the recipient has not made or kept any copies of the other party's Confidential Evaluation Material.

7. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties, their legal representatives, successors and assigns. This Agreement does not obligate Winzer or Prospect to enter into any further agreements of any nature.

8. Legal Fees and Costs. If a party breaches this Agreement, the defaulting party will pay the reasonable attorneys' fees and other costs incurred by the other party in enforcing or commencing to enforce the provisions of this Agreement. If any legal proceeding is commenced to enforce or interpret any provisions of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees in addition to costs and disbursements allowed by law.

9. Amendment. No amendment, modification or waiver of any condition, provision or term of this Agreement will be valid or of any effect unless made in writing, signed by the party or parties to be bound and specifying with particularity the nature and extent of such amendment, modification or waiver.

10. Notice. Any notice or other communication given to any party pursuant to this Agreement will be in writing. A party's legal counsel may give a notice. A notice will be deemed

to have been delivered: **(a)** if mailed, 3 days after deposited in the U.S. mail, postage prepaid; **(b)** if hand-delivered, on delivery against receipt or on refusal to accept the notice; or **(c)** if delivered by overnight courier, one business day after deposited with a courier, charges prepaid. In each case, a notice must be addressed to the party at the following address or at such other address as the party may have designated in writing:

If to Winzer:

Winzer Franchise Company, Inc.
Attention: _____
4060 E. Plano Parkway
Plano, Texas 75074-1800

If to Prospect:

Attention: _____

11. Execution by Facsimile. This Agreement may be executed by facsimile, and will be deemed effectively executed on the receipt by Winzer and Prospect of the signature page of this Agreement, duly executed by the other party to this Agreement.

12. Counterparts. This Agreement may be executed in 2 or more counterparts, each of which will be deemed an original.

13. Entire Agreement. This Agreement sets forth the entire understanding of the parties. There are no representations of any kind except as contained in this Agreement.

IN WITNESS, the parties have executed this Agreement as of the Effective Date.

WINZER FRANCHISE COMPANY, INC.

By: _____
Printed Name: _____
Title: _____

(Name of Prospect)

By: _____
Printed Name: _____
Title: _____

EXHIBIT K

GENERAL RELEASE

This **GENERAL RELEASE** is made and executed by **NAME**, individually (“you”), as of _____, 20__ (“Effective Date”).

WHEREAS, WINZER FRANCHISE COMPANY, INC., a Texas corporation (“Winzer”) and you entered into a franchise agreement dated _____, and (describe reason for signing release).

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

You, for yourself and each of your past and present heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively “Releasor”), hereby release and forever discharge Winzer and each of its predecessors, successors, affiliates, subsidiaries, assigns, officers, directors, shareholders, agents and employees, and their respective heirs, executors, administrators, representatives, successors and assigns, in their corporate and individual capacities (collectively “Releasees”), from, in respect of and in relation to any and all claims, demands, causes of action, suits, debts, obligations, sums of money, acts, omissions or refusals to act, damages, judgments and demands, of any kind whatsoever, joint or several, known or unknown, which against Releasees the Releasor ever had, now has or which Releasor hereinafter can, shall or may have, for, upon or by reason of any matter, cause or thing may whatsoever, through the Effective Date. This general release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

{FOR CALIFORNIA RESIDENTS}

YOU ACKNOWLEDGE THAT YOU ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

YOU, BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF YOUR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, CALIFORNIA AND/OR {JURISDICTIONS OF FRANCHISEE(S)’ RESIDENCE AND LOCATION OF FRANCHISED UNITS}.

Name, individually

STATE OF _____ §

§

COUNTY OF _____ §

I hereby certify that before me, a Notary Public of the State aforesaid, personally appeared **NAME** who made oath in due form of law that he was executing the foregoing General Release for the purposes therein contained.

As witness, my hand and Notarial Seal on _____, 20____.

Notary Public
My Commission Expires:

EXHIBIT L TO THE FRANCHISE AGREEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGMENT STATEMENT

- - -

DO NOT COMPLETE OR SIGN THIS DOCUMENT, if you are prospective franchisee or a franchisee in any of the following states: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin. The acknowledgments and representations in this document are not intended to nor will they act to relieve Franchisor of any liability under the franchise disclosure laws of any of the foregoing states.

- - -

As you know, Winzer Franchise Company, Inc. (“Franchisor”) and you are preparing to enter into a franchise agreement (the “Franchise Agreement”) for the establishment and operation of a WINZER business (the “Franchised Business”). The purpose of this document is to determine whether any statements or promises were made to you by employees or authorized representatives of Franchisor, or by employees or authorized representatives of Franchisor that have not been authorized, or that were not disclosed in the Disclosure Document or that may be untrue, inaccurate or misleading. Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise which have not been authorized by Franchisor.

In the event that you are intending to purchase an existing Franchised business from an existing franchisee, you may have received information from the transferring franchisee, who is not an employee or representative of ours. The questions below do not apply to any communications that you had with the transferring franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement in connection with a purchase or transfer of an existing Franchised Business from an existing Franchisee?

Yes/No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____.

3. Have you received and personally reviewed the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes/No _____

4. Do you understand all of the information contained in the Franchise Agreement, each addendum, and/or related agreement provided to you?

Yes/No _____

If no, what parts of the Franchise Agreement, any Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

5. Have you received and personally reviewed the Disclosure Document that was provided to you?

Yes/No _____

6. Did you sign a receipt for the Disclosure Document indicating the date you received it?

Yes/No _____

7. Do you understand all of the information contained in the Disclosure Document and any state-specific Addendum to the Disclosure Document?

Yes/No _____

If No, what parts of the Disclosure Document and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a Franchised Business with an attorney, accountant, or other professional advisor?

Yes/No _____

If No, do you wish to have more time to do so?

Yes/No _____

9. Do you understand that the success or failure of your Franchised Business will depend in large part upon your skills and abilities, competition from other businesses, interest rates, inflation, labor and supply costs, location, lease terms, your management capabilities and other economic, and business factors?

Yes/No _____

10. Has any employee of Franchisor or other person speaking on behalf of Franchisor made any statement or promise concerning the actual or potential revenues, profits or operating costs of any particular Franchised Business operated by the Franchisor or its franchisees (or of any group of such businesses), that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

11. Has any employee of Franchisor or other person speaking on behalf of Franchisor made any statement or promise regarding the amount of money you may earn in operating the franchised business that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

12. Has any employee of Franchisor or other person speaking on behalf of Franchisor made any statement or promise concerning the total amount of revenue the Franchised Business will generate, that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

13. Has any employee of Franchisor or other person speaking on behalf of Franchisor made any statement or promise regarding the costs you may incur in operating the Franchised Business that is contrary to or different from the information contained in the Disclosure Document?

Yes/No _____

14. Has any employee of Franchisor or other person speaking on behalf of Franchisor made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?

Yes/No _____

15. Has any employee of Franchisor or other person speaking on behalf of Franchisor made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that Franchisor will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document or franchise agreement?

Yes/No _____

16. Have you entered into any binding agreement with Franchisor concerning the purchase of this franchise prior to today?

Yes/No _____

17. Have you paid any money to Franchisor concerning the purchase of this franchise prior to today?

Yes/No _____

18. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who? _____

If you have answered No to question 9, or Yes to any one of questions 10-17, please provide a full explanation of each answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered Yes to question 9, and No to each of questions 10-17, please leave the following lines blank.

I signed the Franchise Agreement and Addendum (if any) on _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them. By signing this document, you are representing that you have responded truthfully to the above questions. In addition, by signing this document, you also acknowledge that:

A. You recognize and understand that business risks, which exist in connection with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You hereby acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including Winzer Franchise Company, Inc.) or any other broker) as to the likelihood of success of the franchise. Except as contained in the Disclosure Document, you acknowledge that you have not received any information from Franchisor or any of its officers, employees or agents (including Winzer Franchise Company, Inc. or another broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

I certify that my answers to the foregoing questions are true, correct and complete.

Dated: _____

FRANCHISEE:

Print Name of Legal Entity

By: _____
Signature

Print Name _____

Title _____

EXHIBIT M
STATE EFFECTIVE DATES

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	January 16, 2024 []
Hawaii	December 6, 2023 []
Illinois	January 25, 2024 []
Indiana	November 29, 2023 []
Maryland	January 4, 2024 []
Michigan	November 2, 2023 2024
Minnesota	[]
New York	December 13, 2023 []
North Dakota	January 19, 2024 []
Rhode Island	November 4, 2023 []
South Dakota	November 29, 2023 []
Virginia	January 16, 2024 []
Washington	January 12, 2024 []
Wisconsin	November 29, 2023 []

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

EXHIBIT N

RECEIPTS

RECEIPT
(YOUR COPY)

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

If Winzer Franchise Company, Inc. (“we” or “us”) offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

Iowa requires that we give you this disclosure document at the 1st personal meeting.

Michigan requires that we give you this disclosure document 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do 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 the appropriate state agency identified on Exhibit G.

The name, principal business address and telephone number of each franchise seller offering the franchise: Trey Smart, Paul Seibert, and Rick Beter, at 4060 E. Plano Parkway, Plano, Texas 75074-1800, (214) 341-2122; and _____

Issuance Date: November ~~1726~~, ~~2023~~2024

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

I have received this disclosure document dated November ~~1726~~, ~~2023~~2024, which includes the following Exhibits:

- | | |
|--|---|
| A. Franchisees and Company-Owned Outlets | H. Permitted Representative Confidentiality Agreement |
| B. Former Franchisees | I. Permitted Representative Indemnity Agreement |
| C. Franchise Agreement, State Riders and Attachments | J. Confidentiality Agreement (Franchise Asset Purchase) |
| D. Guarantee of Performance | K. General Release |
| E. Financial Statements | L. Franchisee Disclosure Acknowledgment Statement |
| F. Confidential Operations Manual Table of Contents | M. State Effective Dates |
| G. Agencies/Agents for Service of Process | N. Receipts |

Date

Prospective Franchisee (Signature)

Printed Name

Date

Prospective Franchisee (Signature)

Printed Name

Please sign and date this copy of the Receipt and keep it for your records.

RECEIPT
(OUR COPY)

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

If Winzer Franchise Company, Inc. (“we” or “us”) offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the 1st personal meeting, or 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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| E. Financial Statements | L. Franchisee Disclosure Acknowledgment Statement |
| F. Confidential Operations Manual Table of Contents | M. State Effective Dates |
| G. Agencies/Agents for Service of Process | N. Receipts |

Date

Prospective Franchisee (Signature)

Printed Name

Date

Prospective Franchisee (Signature)

Printed Name

You should return 1 copy of the Receipt by signing, dating and mailing it to: Paul Seibert, Winzer Franchise Company, Inc., 4060 E. Plano Parkway, Plano, Texas 75074-1800.