

FRANCHISE DISCLOSURE DOCUMENT

MR. SANDLESS FRANCHISE LLC
A Pennsylvania limited liability company
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Under this Disclosure Document, we offer a Mr. Sandless franchise where you will operate an independently owned professional business providing marketing, sales and performance of interior and exterior wood floor refinishing, wood floor care, wood floor cleaning and floor maintenance.

The total investment necessary to begin operation of a franchise is \$33,810 to \$89,060. This includes \$25,000 to \$40,000 that must be paid to the franchisor and/or its affiliate.

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

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

Issuance Date: April 9, 2024.

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 us by mediation and litigation only in Pennsylvania. Out-of-state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and litigate with us in Pennsylvania than in your own state.
2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
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.
4. **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.

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.

your opening month including seventy gallons (70) of solutions for real wood to concrete and everything in between, six (6) Mr. Sandless uniform shirts in your choice of large, extra-large or double X, two (2) vehicle magnets, one hundred (100) sales cards, one hundred (100) business cards, one hundred aftercare packs, one hundred (100) door knob hangers, two (2) road signs, and includes shipping of the Franchise Starter Kit to your door (\$10,000).

Note 5 – Office Equipment, Furnishings and Supplies. You will need a desk, chair, filing cabinet, task lighting, and a wastebasket. You will also need business cards, letterhead, etc. and supplies such as a stapler, pens, pencils, paper clips, etc.

Note 6 – Computer Hardware and Software. The high end estimate in the chart represents the estimated cost of purchasing a computer with Internet access, a printer, and QuickBooks with one year of unlimited support. The low end estimate assumes that you already have an adequate computer, printer, software and internet access. See Item 11 for more information about the computer system.

Note 7 – Professional Services. We strongly recommend that you have this franchise disclosure document and the Franchise Agreement reviewed by a qualified franchise attorney and/or have an accountant review your business plan. Our estimate is based on the hourly rate in the Philadelphia, Pennsylvania area. Professional rates vary greatly and we recommend that you check the local rates in your area.

Note 8 – Licenses/Permits. The figure in the chart represents the estimated cost in obtaining business and contractors' licenses. You should investigate all of the licenses and/or permits you will require, and their cost, before you purchase this franchise.

Note 9 – Insurance. The figure in the chart represents the estimated down payment on your general liability and workers' compensation insurance policies, plus three months of premiums. Our insurance requirements are described in Item 8 below.

Note 10 – Training Expenses. The figure in the chart reflects moderately priced dining accommodations and travel expenses for you and your Designated Manager or Technical Manager to attend our initial training program. These costs will vary according to the total number of trainees, your choice of accommodations, restaurant, the distance you must travel, and the travel arrangements you make. This figure does not include transportation to or from the training site or automobile rental fees. This estimate does not include tuition or additional training fees, which may apply if we train additional persons. See Item 11 for more information about the initial training program.

Note 11 – Additional Funds. Additional funds means the working capital you may need to pay fixed costs, such as minimum advertising expenditures, employees' salaries and miscellaneous vendors, during the first 3 months of business. This estimate does not include a salary for you nor does it include labor for jobs performed (no jobs means no labor costs). ~~The actual amount of additional funds you will need may exceed these estimates and will depend on a variety of factors including the number of paid employees you hire and their rate of pay, and the cost of local telephone and utilities.~~ In preparing these estimates we relied upon our experience and the experience of our Affiliate in operating similar businesses since 2005. These are only estimates and your costs may vary. ~~The costs outlined in this Item 7 are not intended to be a forecast of the actual cost to you or to any particular franchisee.~~

We have not included any estimate for rent or leasehold improvements, because we assume that you will operate your Business from a home-based office. You will need approximately 100 square feet of dedicated space for your home office. If you choose to rent an office from which to operate your Business, you will incur rent, security deposits and additional utility costs that we cannot estimate.

~~**The other costs to develop Mr. Sandless businesses may be affected by factors including inflation, local labor costs, materials cost and other factors not within our control.~~

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Products, Equipment, Supplies and Suppliers

We have the right to establish designated and approved suppliers for products and services offered in connection with the Business. When establishing the Business, you must purchase or lease products, including supplies, branded clothing, inventory items and equipment, from designated or approved suppliers, which may include us, and you must enter into service agreements with approved vendors, as directed by us. We may be an approved supplier, but not the only approved supplier, of equipment, tools, inventory, job tins, and uniforms, but you are not required to purchase these items from us. We are currently the only approved supplier for the Franchise Starter Kit, invoices and after care packs. All supplies ordered through us are subject to a 10% administrative fee over our cost.

We will derive revenue from sales of items to our franchisees. We may also sell or lease certain other supplies, products and services ourselves and, if we do, we will derive revenue from those sales. To streamline the process, our manufacturer of our supplies collects our 10% service fee on our behalf (see Item 6). In the year ended December 31, 2023, we derived \$421,499 (26%) of our total gross revenues of \$1,631,852 from required franchisee purchases, including convention fees, administration fees, ad fund fees, franchise kit, toll-free number fee, Gmail, materials and supplies.

We specify the use of a standardized vehicle dedicated to the Business, which can be any type as long as it holds the equipment and is silver in color.. If you are purchasing a Mr. Sandless Business only, your service vehicle must be silver.

If you wish to purchase any item that we have not yet approved, or you wish to purchase from a supplier that we have not yet approved, you must make a written request to us and furnish us with any information we may reasonably need to evaluate the proposed item or supplier. We will make a good faith effort to notify you of our approval within 15 days of receiving such information. Our failure to approve a supplier within this 15-day period will constitute disapproval of the proposed supplier. You must reimburse our costs related to our evaluation of the proposed item or supplier, not to exceed \$500. We have the right to revoke our approval of any item or supplier that no longer meets our criteria or does not serve the needs of the franchise network as a whole. We will notify you in writing, such as by e-mail or through changes to our Operations Manual, of any changes to our lists of approved supplies and approved suppliers. These lists are subject to change at any time.

To maintain the high quality and uniformity of System services and products, and to enhance the Business' image, we have established standards and specifications for other products, services, and equipment. Standards and specifications are provided to franchisees by way of amendments to the Operations Manual or otherwise in writing. We not issue our standards and specifications or otherwise make them available to you or any supplier. In some cases, we may specify particular brand names and model numbers (*e.g.*, for equipment). Items for which we have issued specifications may be purchased from any supplier who sells the items meeting the specifications.

Our President, Chief Executive Officer and Chief Financial Officer, Daniel J. Prasalowicz, has a 100% ownership interest in us, and we are an approved supplier as described above. None of our officers owns an interest in any other supplier. We have the right to add or revise categories of items which are subject to requirements or restrictions on purchases, and may also modify our specifications, in our discretion. We reserve the right to specify all items utilized in the operation of the Business.

Computer System

You must purchase and maintain all computer hardware, software and other equipment (“Computer Equipment”) specified by us to be used in connection with the operation of your Business. Currently you must have a Windows based personal computer with the Windows 7 operating system, at least 2 GB RAM and at least a 200 GB hard drive, as well as the monitor and printer of your choice. The Computer Equipment will provide you with e-mail capability, sales tracking, inventory tracking and customer information. We estimate that the cost to purchase the required Computer Equipment will be approximately \$1,600. The Computer Equipment must be compatible with our central accounting system through a modem or other manual or electronic access. We have the right to require you to enter into a separate maintenance agreement for your Computer Equipment. You must update or replace any of the Computer Equipment, including hardware and software components, as we specify, and you must use the Computer Equipment in the manner we specify. There is no limit in the Franchise Agreement on either our right to require you to upgrade and/or update your Computer Equipment, or the cost of any upgrades and/or updates. Neither we nor any affiliate of ours will provide you with any maintenance, updates and/or upgrades for your Computer Equipment. The estimated cost of maintenance, updating, upgrading or support contracts for the computer system can range from \$250 to \$600 per year.

You must establish and maintain high speed Internet access (such as a T-1 line, cable modem or DSL) and an electronic mail address, and you must keep us informed of this information during the term of the Franchise Agreement. We will have the right to access your computer database at any time, at your expense, and you must provide us with any necessary user IDs and/or passwords for our access. We may access and download all information stored on your Computer Equipment, including sales and customer information, and there is no limit on our right to access and download this data. We may use the data downloaded from your Computer Equipment in any manner we choose, without compensation to you. Your customer database will, at all times, remain our property. We reserve the right to require you to install a “systems backup solution” which backs up critical data stored in your Computer Equipment using an off-premises storage scheme. At our request, you must provide us with access to your backed up data.

Area Computer Network, Intranet or Extranet Participation

You must participate in any System-wide area computer network, intranet system or extranet system that we implement, and you may be required by us to use this area computer network, intranet system or extranet system to (i) submit your reports due under the Franchise Agreement to us on-line; (ii) view portions of the Operations Manual; (iii) download approved local advertising materials; (iv) communicate with us and other System franchisees; and (v) receive training. You must use the facilities of any area computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Operations Manual, including those related to the encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements.

Site Selection and Opening

We anticipate that you will use your home as a base of operation for your Business. However, if you choose to maintain a commercial office space, you must maintain your office at a location approved by us. Our criteria for approval are that the site must not be too large or costly for your needs. We have the right to review, evaluate and approve proposed leases for any commercial office space before execution. You must deliver to us an executed copy of the lease within 15 calendar days after it is signed. ~~Our acceptance of an office for your Business and review of the lease is not a representation, warranty or guarantee that you will succeed at that site nor is it an expression of our opinion regarding the terms of the lease.~~

We estimate that it will take approximately 60 days from the signing of the Franchise Agreement to open your Business. The actual length of time for you to open the Business, however, will depend upon your personal

availability for training and commitment to the time required for obtaining necessary licenses. You must begin operating the Business within 120 days from the date the Franchise Agreement is signed, or we have the right to terminate the Franchise Agreement.

Operations Manual

We will loan you one copy of our Operations Manual containing our policies, procedures, standards, specifications and methods of operating a Business. We have the right to periodically modify and supplement the Operations Manual, although modifications will not alter your fundamental rights under the Franchise Agreement. The table of contents of our Operations Manuals are attached to this franchise disclosure document as Exhibit D. The Mr. Sandless Operations Manual includes 149 pages.

ITEM 12 **TERRITORY**

Franchise Agreement

The Franchise Agreement grants you the right to operate your Business only within the designated territory containing a population of approximately 200,000 and identified in Attachment 2 to the Franchise Agreement (the "Designated Territory"). The Designated Territory will be described by contiguous zip codes or depicted on a map. We obtain the population count through the United States Census bureau. If you meet our qualifications, you may purchase up to 3 additional territories under the Franchise Agreement. Each additional territory will have an estimated population of 100,000. If you purchase multiple territories, you will have multiple Designated Territories. The maximum population under an one Franchise Agreement is approximately 500,000. You may not solicit or perform work outside of your Designated Territory(ies) unless you have received our prior written permission, and only if the customer is located in an area that is not serviced by another System franchisee. You may not relocate your Business without our prior written consent. ~~We will not unreasonably withhold our consent to your request to relocate your Business, but, and~~ we have the right to require that your relocated site be within your Designated Territory(ies). You may not establish additional offices within your Designated Territory(ies) without our express written consent, which will not be unreasonably withheld.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

To keep your rights to your Designated Territory(ies), you must comply with the terms of the Franchise Agreement and satisfy the performance criteria described in Section 2.1.2 of the Franchise Agreement. For a Mr. Sandless Business, beginning six months after the Grand Opening of your Business, you must consistently perform eight floor jobs per month. Your rights to the Designated Territory(ies), and your Franchise Agreement, may be terminated if you do not achieve the performance criteria or if you otherwise breach the terms of the Franchise Agreement.

If you are in compliance with your Franchise Agreement, we will not establish and operate or license anyone else to establish or operate another Business under the Mr. Sandless trademarks within your Designated Territory(ies). We retain the right to establish, or to grant to others the right to establish, Businesses under the the Mr. Sandless trademarks outside of your Designated Territory(ies) and on any terms that we deem advisable. We will not offer you a right of first refusal to purchase from us other business opportunities we offer under other brands and trademarks, and we have the right to sell business opportunities under other brands and trademarks, to others in your Designated Territory(ies).

We also have the right to distribute products (including proprietary products) using the Proprietary Marks or using other marks or private labeling both inside and outside your Designated Territory(ies) in the manner and

Manager must satisfactorily complete our training program ~~to our satisfaction~~. However, the appointment of a Designated Manager shall not relieve you of any duties or obligations under the Franchise Agreement. You may also hire a Technical Manager to oversee the Business' physical operations and the work performed under the Proprietary Marks. There is no substitute for your supervision of the Business, so if you employ a Designated Manager, you must still provide general supervision and be fully conversant with the affairs of the Business. Either you or a Designated Manager must devote full time and effort to the operation of the Business.

All partners in a limited partnership, shareholders in a corporate franchisee, or members and managers in a limited liability company franchisee must sign a Guaranty Agreement under which each person agrees to personally abide by all of the terms and conditions of the Franchise Agreement, and guarantees to us performance of all obligations under the Franchise Agreement. Our form of Guaranty Agreement is attached to the Franchise Agreement as Attachment 3.

You (including your partners, officers, directors, shareholders, as applicable), your employees, and their respective heirs, successors and assigns are prohibited from using and/or disclosing any Confidential Information in any manner other than as we permit and must sign Confidentiality and Non-Competition Agreements in the form attached to the Franchise Agreement as Attachment 4. We will be a third party beneficiary of each Confidentiality and Non-Competition Agreement, with the independent right to enforce each agreement's terms. If your spouse is not a party to the agreements, then your spouse does not have to personally guarantee your performance under the agreement. Your spouse is prohibited from using and/or disclosing any Confidential Information in any manner other than as we permit.

You do not need to apply to us for approval of a proposed Designated Manager or Technical Manager, but we retain the right to prohibit employment of a particular manager if that person has demonstrated to us a lack of honesty or ability to manage the Business. Each of your managers must be trained in a manner satisfactory to us before assuming managerial responsibilities, and we may require that any proposed manager complete our initial training program, at your expense, before the manager may assume managerial responsibilities. You make your own business arrangements with managers, and we are not involved in setting conditions for employment. You must obtain from each manager you employ an agreement, in the form attached as Attachment 4 of the Franchise Agreement, to maintain the confidentiality of the Confidential Information obtained by virtue of his or her employment and to not participate in a competing business. You must also perform, through an accredited agency that has been approved by us in the Operations Manual, a background check of prospective employees before hiring them, and only hire employees that have passed the required background check, and otherwise meet the criteria provided in the Operations Manual. Your Designated Manager is not required to have an equity interest in the Business.

ITEM 16 **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer the services and products we specify and/or approve. You may not sell any goods or provide any services that we have not previously approved or required for a Mr. Sandless Business. We may change the products and services which your Business must offer, there is no contractual limitation on our right to change the types of authorized goods and services that you must offer, and we anticipate that the types of goods and services offered by System franchisees may also be modified, among other ways, in accordance with industry changes. You must comply with any changes we require in the products and services that your Business will offer and sell. You will conduct the Business in accordance with our specifications and procedures, and otherwise comply with the requirements in the Operations Manual. You may not conduct another business in conjunction with the Business without our prior written approval, which we are not required to provide.

You are restricted by the Franchise Agreement, Operations Manual and any other practice or custom with respect to the goods or services which you may offer, which must be approved by us. You are not restricted as to the customers whom you may solicit or service except as described in Item 12.

| PROVISION | SECTION IN FRANCHISE AGREEMENT | SUMMARY |
|---|--------------------------------|--|
| | | other act injurious or prejudicial to the goodwill associated with the Proprietary Marks or the System. Subject to state law. |
| r. Non-competition covenants after the franchise is terminated or expires | 18.2 | For a period of 2 years after the expiration, nonrenewal, or termination of the Franchise Agreement, or any transfer, regardless of the cause, you may not, directly or indirectly participate in a competing business within Designated Territory; or within a radius of 50 miles of any Mr. Sandless; nor may you solicit business from customers of your former Business or contact any supplier of ours for any competitive business purpose nor solicit any employee of ours, our affiliates or any other franchisee in the System to discontinue his/her employment. Subject to state law. |
| s. Modification of the agreement | 25.1 | Modifications to the Franchise Agreement must be in writing and signed by both parties. |
| t. Integration/merger clause | 25.1 | Only the terms of the Franchise Agreement are binding (subject to applicable federal and/or state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. <u>Nothing in the agreement or in any related agreement is intended to disclaim the representations made in the Franchise Disclosure Document.</u> |
| u. Dispute resolution by arbitration or mediation | 24.2, 24.3 | You must bring any dispute or claim to our President first for discussion before you may bring the dispute to a third party. At our option, all claims or disputes relating to the Franchise Agreement must be submitted first to mediation in Delaware County, Pennsylvania under the National Franchise Mediation Program (“NFMP”) in accordance with the NFMP’s mediation rules then in effect. (subject to state law) |
| v. Choice of forum | 24.6 | Subject to state law, for any dispute not subject to or not resolved by mediation, the parties agree to litigate only in a court of general jurisdiction in Delaware County, Pennsylvania, or the United States District Court for the Eastern District of Pennsylvania. |
| w. Choice of law | 24.1 | Agreement is governed by the laws of Pennsylvania. (subject to state law) |

Provisions which allow us to terminate upon bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 et seq.)

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure to promote our franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

In 2023, there were 86 locations (86 owners), operating 192 USA franchised businesses. The following are their reported gross earnings. The results of company owned outlets are not included.

The Top Tier (43 locations) reported median monthly earnings were \$17,010 or \$204,120 gross earnings for the year. The reported average monthly income was \$20,120 or \$241,440 gross earnings for the year. Fifteen (or 35%) surpassed the average and twenty-eight under the average. The top reported earnings in this tier were \$1,011,504 with forty-two locations reporting under that amount, and the lowest reported earnings was \$107,835 with forty-two locations reporting over that amount. Ten of the forty-three Top Tier locations reporting operated under a single unit, reporting a median monthly earnings of \$17,350 or \$208,195 gross earnings for the year. Single unit locations in this tier reported average monthly income was \$21,341 or \$256,093 gross earnings for the year. Four (or 40%) surpassed the average and six under the average. The top reported earnings of the single territory locations were \$604,353 with nine reporting under that, and the lowest reported earnings was \$120,159 with nine reporting higher than that.

The Bottom Tier (43 locations) reported median monthly earnings were \$4,582 or \$54,978 gross earnings for the year. The reported average monthly income was \$4,603 or \$55,233 gross earnings for the year. Twenty-three (or 53%) surpassed the average and twenty under the average. The top reported earnings in this tier were \$102,898 with forty-two locations reporting under that amount, and the lowest reported earnings was \$10,397 with forty-two locations reporting over that amount.

Twenty-six of the forty-three Bottom Tier locations reporting operated under a single unit, reporting a median monthly earnings of \$3,523 or \$42,278 gross earnings for the year. Single unit locations in this tier reported average monthly income was \$4,007 or \$48,084 gross earnings for the year. Twelve (or 46%) surpassed the average and fourteen under the average. The top reported earnings of the single territory locations were \$102,051 with twenty-five reporting under that, and the lowest reported earnings was \$13,036 with twenty-five reporting higher than that. Ten locations in this tier were new and not open for the entire year.

Five of the forty-three Top Tier locations reporting operated under a single unit, reporting a median monthly earnings of \$24,798 or \$297,578 gross earnings for the year. Single unit locations in this tier reported average monthly income was \$27,801 or \$333,614 gross earnings for the year. Two (or 40%) surpassed the average and fourteen under the average. The top reported earnings of the single territory locations were \$604,353 with four reporting under that, and the lowest reported earnings was \$122,559 with four reporting higher than that.

Mr. Sandless Average Customer Price and Supply Medians In calendar year 2023, the 192 Mr. Sandless USA franchised businesses operating from 86 locations (86 owners), service of 6,047 jobs and total earnings of \$13,161,521. The term Supplies (used during service) is defined as the cost of all supplies expended in the

provision of flooring service to an actual customer, excluding carpentry supplies. This includes the administration fee but does not include shipping to the sites. It does not include inventory. Mr. Sandless Average Customer Price: \$2,177 Mr. Sandless Median Customer Price: \$2,179 Mr. Sandless Average Supplies: \$89.00 Mr. Sandless Median Supplies: \$88.50.

Mr. Sandless tracks all reported sales, which are then added for a year-end total, and divided by the number of jobs reported, resulting in an “average” customer price.”

*These figures do not include the nine franchised businesses which closed during fiscal year 2023.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you’ll earn as much.

The financial performance figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Mr. Sandless franchise. Franchisees or former franchisees, listed in the disclosure document, may be one source of this information. There may be other costs and other expenses not identified.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Mr. Sandless Franchise LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any 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 the franchisor’s management by contacting Daniel J. Prasalowicz at 2970 Concord Road, Aston, PA 19014-2947 or call (877) 994-WOOD/(610) 364-2080, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

For Years Table #1
System-wide Outlet Summary
Years 2021, 2022, 2023

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|------------------------|------|----------------------------------|--------------------------------|------------|
| Franchised | 2021 | 179 | 166 | -13 |
| | 2022 | 166 | 177 | +11 |
| | 2023 | 177 | 205 | +28 |
| Affiliate-Owned | 2021 | 9 | 9 | 0 |
| | 2022 | 9 | 9 | 0 |
| | 2023 | 9 | 0 | -9 |
| Grand Total | 2021 | 188 | 175 | -13 |
| | 2022 | 175 | 186 | +11 |
| | 2023 | 186 | 204 | +18 |

Table #2
Transfers of Outlets from Franchisees to New Owners (other than the
Franchisor)
For Years 2021, 2022, 2023

| State | Year | Number of Transfers |
|-----------------------|-------------|---------------------|
| USA | | |
| Colorado | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Illinois | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Massachusetts | 2021 | 0 |
| | 2022 | 1 |
| | 2023 | 0 |
| Michigan | 2021 | 1 |
| | 2022 | 0 |
| | 2023 | 2 |
| New York | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 1 |
| North Carolina | 2021 | 0 |
| | 2022 | 0 |
| | 2023 | 4 |
| USA Total | 2021 | 1 |
| | 2022 | 3 |
| | 2023 | 7 |

Table #3
Status of Franchised Outlets
Years 2021, 2022, 2023

United State of American

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired By Franchisor | Ceased Operations- Other Reasons | Outlet at End of the Year |
|------------|------|--------------------------|----------------|--------------|--------------|---------------------------|----------------------------------|---------------------------|
| USA | | | | | | | | |
| Alabama | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 1 | 1 | 0 | 0 | 0 | 2 |
| Arizona | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |

| | | | | | | | | |
|---------------|------|-----|----|---|---|----|---|-----|
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Tennessee | 2021 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Texas | 2021 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 5 | 2 | 0 | 0 | 0 | 12 |
| | 2023 | 12 | 3 | 0 | 0 | 0 | 0 | 15 |
| Utah | 2021 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Virginia | 2021 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| | 2023 | 10 | 2 | 0 | 4 | 0 | 0 | 8 |
| Washington | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| West Virginia | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| Wisconsin | 2021 | 8 | 0 | 0 | 0 | 3 | 0 | 5 |
| | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| USA Total | 2021 | 167 | 17 | 2 | 9 | 17 | 1 | 155 |
| | 2022 | 155 | 32 | 6 | 9 | 8 | 0 | 164 |
| | 2023 | 164 | 38 | 7 | 4 | 1 | 1 | 189 |

INTERNATIONAL

Canada

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired By Franchisor | Ceased Operations-Other Reasons | Outlet at End of the Year |
|------------------|------|--------------------------|----------------|--------------|--------------|---------------------------|---------------------------------|---------------------------|
| Canada | | | | | | | | |
| British Columbia | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Newfoundland | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Ontario | 2021 | 1 | 0 | 1 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Canada Total | 2021 | 5 | 0 | 1 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |

New Zealand

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired By Franchisor | Ceased Operations-Other Reasons | Outlet at End of the Year |
|----------------------|------|--------------------------|----------------|--------------|--------------|---------------------------|---------------------------------|---------------------------|
| New Zealand | | | | | | | | |
| Auckland Region | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 2 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 2 | 2 | 0 | 0 | 0 | 4 |
| Bay of Plenty Region | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Hawke's Bay Region | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Wellington Region | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| New Zealand Total | 2021 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2022 | 4 | 2 | 0 | 0 | 0 | 0 | 6 |
| | 2023 | 6 | 2 | 2 | 0 | 0 | 0 | 6 |

South Africa

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired By Franchisor | Ceased Operations-Other Reasons | Outlet at End of the Year |
|---------------------|------|--------------------------|----------------|--------------|--------------|---------------------------|---------------------------------|---------------------------|
| South Africa | | | | | | | | |
| Gauteng | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| South Africa Total | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired By Franchisor | Ceased Operations-Other Reasons | Outlet at End of the Year |
|------------------|------|--------------------------|----------------|--------------|--------------|---------------------------|---------------------------------|---------------------------|
| Australia | | | | | | | | |
| Queensland | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| | | | | | | | | |
|-------------------|------|---|---|---|---|---|---|---|
| Western Australia | 2021 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Australia Total | 2021 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |

Total Outlets
US & International

| | | | | | | | | |
|--------------------|------|-----|----|---|---|----|---|-----|
| Grand Total | 2021 | 179 | 17 | 3 | 9 | 17 | 1 | 166 |
| | 2022 | 166 | 34 | 6 | 9 | 8 | 0 | 177 |
| | 2023 | 177 | 38 | 9 | 0 | 1 | 1 | 204 |

Table #4
Status of Company-Owned and Affiliate-Owned Outlets
For Years 2021, 2022, 2023

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlet at End of the Year |
|-------|------|--------------------------|----------------|------------------------------------|----------------|----------------------------|---------------------------|
| PA | 2021 | 9 | 0 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 0 | 0 | 0 | 0 | 9 |
| | 2023 | 9 | 0 | 0 | 0 | 9 | 0 |
| Total | 2021 | 9 | 0 | 0 | 0 | 0 | 9 |
| | 2022 | 9 | 0 | 0 | 0 | 0 | 9 |
| | 2023 | 9 | 0 | 0 | 0 | 9 | 0 |

Table #5
Projected Openings as of December 31, 2023

| State | Franchise Agreements Signed but Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
|-------|---|--|---|
| AL | 0 | 1 | 0 |
| CA | 1 | 4 | 0 |
| FL | 0 | 2 | 0 |
| GA | 0 | 1 | 0 |
| IN | 0 | 2 | 0 |
| KC | 0 | 1 | 0 |
| KY | 0 | 1 | 0 |
| NC | 0 | 1 | 0 |
| NE | 1 | 2 | 0 |
| NY | 0 | 2 | 0 |
| OH | 0 | 1 | 0 |
| OR | 0 | 2 | 0 |

EXHIBIT G

FRANCHISED OUTLETS AS OF DECEMBER 31, 2023

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

UNITED STATES MR. SANDLESS FRANCHISEES:

Alabama

Mr. Sandless Gulf Shores
Renee Vandevere
6009 County Road 6
Gulf Shores, Alabama 36642
(251) 256-0320
Year Opened: 2017
Total Units Owned = 1

Mr. Sandless Birmingham
Fergus O'Brien
487 Glen Cross Cove
Trussville, Alabama 35173
770-756-8353
Year Opened: 2022
Total Units Owned = 1

Arizona

Mr. Sandless Phoenix
David LaPresti
3937 E. Taurus Place
Chandler, Arizona 85249
(480) 309-7558
Year Opened: 2018
Total Units Owned = 2

California

Mr. Sandless Central Sacramento
Marc Manca
5325 Elkhorn Blvd. #299
Sacramento, California 95842
415-269-8626
Year Opened: 2021
Total Units Owned = 1

Mr. Sandless Orange County
Austin Carroll, Richard Carroll
23911 Wanigan Way
Laguna Niguel, California 92677
949-687-9010
Year Opened: 2022
Total Units Owned = 1

Mr. Sandless Greater Monterey Bay
Jim Griffith
8042 Moss Landing #30
Moss Landing, California 95039
(831) 241-8989
Year Opened: 2015
Total Units Owned = 2

Mr. Sandless Hollister
Albert Villanueva
750 Riviera Dr.
Hollister, California 95023
831-998-3310
Year Opened: 2023
Total Units Owned = 1

Mr. Sandless San Mateo
Marc Manca and Edgardo Espinoza
5325 Elkhorn Blvd. Suite 299
Sacramento, California 95842
610-364-2080
Year Opened: 2022
Total Units Owned = 1

241 4th St.
Neenah, Wisconsin 54956
(920) 558-9663
Year Opened: 2012
Total Units Owned = 2

3114 So. Pleasant Dr
Holmen, Wisconsin 54636
(608) 519-2442
Year Opened: 2008
Total Units Owned = 3

Total Units = 194

CANADA AND INTERNATIONAL MR. SANDLESS FRANCHISEES:

Auckland Region

-

~~Mr. Sandless South East Auckland
Gunjan Parekh
21 Onslow Road
Papakura, Auckland Region 2110
02108322962
Year Opened: 2022
Total Units Owned = 1~~

~~West Auckland
Gunjan Parekh
21 Onslow Road
Papakura, Auckland Region 2110
0228078889
Year Opened: 2022
Total Units Owned = 1~~

~~Mr. Sandless Auckland Central - North Shore
Gunjan Parekh
21 Onslow Road
Papakura, Auckland Region 2110
0228078889
Year Opened: 2023
Total Units Owned = 2~~

-

Bay of Plenty Region

-

~~Mr. Sandless Western Bay of Plenty
Barry and Lianne Walker
57F Union Street
Waihi, Bay of Plenty Region 3610
09-629-6050
Year Opened: 2011
Total Units Owned = 1~~

-

Hawke's Bay Region

-

~~Mr. Sandless Hawkes Bay
Kelly Gordon and Sandra Smith
Unit 1/25 Hinton Road, Taradale
Napier, Hawke's Bay Region 4112
021-157-7996
Year Opened: 2018
Total Units Owned = 1~~

-

Wellington Region

~~Mr. Sandless Wellington / Hutt Valley
Shaun Dudley
19B Charleston Avenue
Bouleott, Lower Hutt 4112
021-873-290~~

Year Opened: 2023
Total Units Owned = 1

Newfoundland

-

Mr. Sandless Newfoundland
Rodney Abbott, Derrick James, Lamont Whalen
1 Logy Bay Road
St. John's, Newfoundland A1A 1J1
(224) 645-3850
Year Opened: 2010
Total Units Owned = 2

British Columbia

Mr. Sandless Kelowna
John Bibby
1349 Mcbride
Kelowna, British Columbia V1Y4A5
(250) 862-9633
Year Opened: 2010
Total Units Owned = 2

-

Gauteng

-

Mr. Sandless Johannesburg - South Africa
Richard Bentley
1 Bronley Close
Bryanston Johannesburg, Gauteng 2060
114637324
Year Opened: 2011
Total Units Owned = 1

-

Queensland

-

Mr. Sandless Brisbane
Greg Lomas
41 Wylie Avenue
Coorparoo, Queensland 4151
61 419 263 608
Year Opened: 2014
Total Units Owned = 1

-

Western Australia

-

Mr. Sandless Australia
Bruce Hancock
11 Barra Close
Lemming, Western Australia 6149
65 64814363
Year Opened: 2010
Total Units Owned = 1

-

Total Units = 14

-

Franchise Agreements Signed but Outlet Not Open as of December 31, 2023

Bay Area Floor Refinishers LLC
1212 El Camino Real - Suite H # 386
San Bruno, CA 94066
Marc Manca and Edgardo Espinoza
650-613-8368

Mr. Sandless Hollister
Albert Villanueva
750 Riviera Dr.
Hollister, California 95023
831-998-3310

Former Franchisees

Franchisees that had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with the franchisor within the 10 weeks preceding the Issuance Date of this Disclosure Document:

| | |
|---|---|
| Southeast Mass Daniel Welton Charlton, MA 01507 508-614-9663 | Rocky Mountains David Lea Oak Creek, CO 80467 970-846-0013 |
| North Alabama Kevin Robinson Hanceville, Al 35077 205-215-9527 | Manhattan WR Construction LLC Mt Laure, NJ 08054 917-662-8456 |
| Kentuckiana Scott Waldman Louisville, KY 40241 502-943-5667 | Central Coast Gary Maier Pismo Beach, Ca 93449 805-888-1774 |
| Hudson Valley Steve Callaway Beacon, New York 12508 845-831-4595 | Auckland North Joao Fernando Silva Correa de Melo Farm Cove, Auckland 2012 021920446 |