FOR USE ONLY IN THE STATE OF CALIFORNIA

FRANCHISE DISCLOSURE DOCUMENT

Fas-Tes Franchise Systems, LLC
a Texas limited liability company
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Fastest Labs businesses provide drug testing for regulatory compliance, employment compliance, safety and personal purposes and workplace safety purposes for commercial businesses and consumers ("FT Businesses"). We offer franchises for single FT Businesses and area development franchises ("Area Developer Franchise(s)") for the right to open multiple FT Businesses in a designated development area. Area developers sign individual franchise agreements for each FT Business.

The total investment necessary to begin operation of a franchised FT Business with a territory with the number of businesses between 8,500 businesses and up to 12,000 businesses ("Standard Territory") is between $125,500 and $164,500. This includes $77,500 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a franchised FT Business with a territory with up to 8,499 businesses ("Mid-Size Territory") is between $111,150 and $150,500. This includes $63,500 that must be paid to the franchisor or its affiliates. The total investment necessary to begin operation of a franchised FT Business with a territory with the number of businesses of more than 12,000 businesses and up to 14,000 businesses ("Large Territory") is between $146,500 and $185,500. This includes $98,500 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of FT Businesses under an Area Development Franchise is between $171,000 to $390,500, depending on the number of FT Businesses you agree to develop. This includes $133,000 to 303,500 that must be paid to the franchisor or its affiliate(s). The low estimate assumes an Area Development Franchise with two Franchised Businesses and the high estimate assumes five Franchised Businesses.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact Dave Claflin, President, Fas-Tes Franchise Systems, LLC, 5718 University Heights, Suite 105, San Antonio, TX 78249, 210-522-9675.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract in this disclosure document to an advisor, such as a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 2, 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 Exhibit E.
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. 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 B 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 Fastest Labs 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 Fastest Labs franchisee?	Item 20 or Exhibit E lists 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 restrictions. 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, your 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 and area development agreement require you to resolve disputes with the franchisor by litigation only in Texas. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Texas than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty 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. **Sales Performance Required**. You must maintain minimum sales performance levels. If you fail to do so, you could lose any territorial rights you are granted and/or the franchisor could terminate your agreement resulting in the loss of your investment, or both.

4. **Spousal Liability**. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

5. **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.

6. **Unopened Franchises**. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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.

NOTICE REQUIRED BY
STATE OF MICHIGAN

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that the franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this Act. 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 terms 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 six 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 or 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 resell 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 there is a notice of this offering 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 Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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ITEM 1
THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

In this Franchise Disclosure Document, "we," "our" or "Fas-Tes" means Fas-Tes Franchise Systems, LLC, the Franchisor. "You" means the person who is buying the franchise. If you are a corporation, partnership, limited liability company, or other entity, "you" includes your owners or members.

The Franchisor, its Parents, Predecessors and Affiliates

Fas-Tes Franchise Systems, LLC is a limited liability company formed in the State of Texas on July 21, 2010. Our principal place of business is 5718 University Heights, Suite 105, San Antonio, TX 78249.

Our agent for service of process is David Claflin, 5718 University Heights, Suite 105, San Antonio, TX 78249. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

We offer franchises ("FT Franchises" or "Franchises") for FT Businesses and have done so since October 2010. We do not conduct business under any other name or in any other line of business and we do not offer franchises in any other line of business. We do not conduct, and have never conducted, a business of the type described in this Franchise Disclosure Document. We currently do not and have never had any predecessors. We did not have any parent entities as of December 31, 2023. As of the Issuance Date, we have three parent entities: FTFS Holdings LLC (a Delaware limited liability company formed on March 15, 2023), FTFS Intermediate Inc. (a Delaware corporation formed on March 20, 2023), and Fastest Labs LLC (a Delaware limited liability company formed on March 20, 2023). All three entities share a principal business address at 7500 Rialto Blvd., Building 2, Suite 230, Austin, TX 78735. None of the parent entities has ever offered or sold franchises in any line of business.

Our affiliate, Enhouse America, Inc., ("EAI") has operated a business similar to the type of business being offered at 5718 University Heights, Suite 105, San Antonio, Texas 78249, since August 2008. This business originally operated under the name LabWork NOW, but has identified the business with exterior signage using our design mark and name Fastest Labs, and has operated under the name Fastest Labs since September 2009. Currently, franchisees must identify their FT Business on exterior signage and in all marketing materials as Fastest Labs. Our affiliate has not previously offered franchises for the same type of business being offered or offered franchises in any other line of business. EAI also owns the intellectual property utilized by FT franchisees and licenses it to us.

The Franchise

The FT Business provides drug testing and related services to commercial and individual consumers. Our service is an effective option for employers to meet mandatory drug testing requirements or for voluntary, self-administered standards or programs. FT Businesses also offer general drug testing, DNA/paternity testing, alcohol testing, random drug and alcohol testing, customized drug and alcohol administrative services and physical testing and background checks. You will operate your FT Business from an approved retail location ("Facility").

Fas-Tes franchises the operation of a business providing drug testing and related services to commercial businesses and individual consumers utilizing our formats, systems, standards and procedures (the "System" or "FT System") and identified by certain trademarks, domain names, service marks and other commercial symbols including FAS-TES Design Mark and FASTESTLABS word mark ("Licensed Marks").

The FT System utilizes our standards, specifications and procedures which are fully described in our confidential Franchise Brand Standards Manual (as defined in Item 11 below). You must sign our franchise agreement attached to this Franchise Disclosure Document as Exhibit C ("Franchise Agreement"). Each Franchise Agreement will grant you the right to operate one FT Business. We also offer to select qualified persons ("Area Developer(s)") the opportunity to sign our area development agreement ("Area Development Agreement") and acquire the right to develop up to five FT Businesses in a designated development area ("Development Area") in accordance with a specified development schedule ("Development Schedule").

The Development Area will be established based on the consumer demographics of the area, the geographical area, city, county, and other boundaries. Area Developers must also sign a Franchise Agreement for the first FT Business at the same time as the Area Development Agreement.

Area Developers and franchisees will sign a separate franchise agreement for each FT Business on the then-current form used by us at the time, which may differ from the current Franchise Agreement included with this Franchise Disclosure Document. Unless otherwise stated, any reference in this Franchise Disclosure Document to "you" or "franchisee" includes you both as an Area Developer under an Area Development Agreement and as a franchisee under a Franchise Agreement.

Market and Competition

FT Businesses service the needs of businesses and individuals. Your clientele will include schools, local businesses, private businesses, and government agencies. The market for these services is developed and competitive. It is not seasonal in nature. Technology and changes in legislation may directly affect the market. FT Businesses compete with other businesses, including franchised operations, online retailers, national chains, and independently owned companies offering similar services. You may also compete with local facilities such as pharmacies and medical clinics.

Industry Regulations

You must comply with all local, state, and federal laws and regulations that apply to any business. Certain federal government agencies and many states have laws, rules, and regulations that may apply to the products and services you will offer through your FT Business. Some states may require you to obtain a state certification before being allowed to administer "instant" drug screens or tests. Some states may prohibit the use of "instant" drug screens.

You may be subject to federal or state occupational safety and health regulations ("OSHA"). In addition, some states may require you to buy a special license, have a certain designation, or employ particular licensed or certified professionals.

The United States Department of Transportation ("DOT") has established regulations dealing directly with drug testing laboratories, such as what laboratories can be used, the validity of testing, how to process samples, and chain of command concerns. In addition, DOT has specific sections in regard to urine testing, alcohol testing, and testing sites. The DOT rules have been adopted by other industries.

The laws, rules, regulations, and ordinances that may apply to the operation of your FT Business include those that: (a) require a permit, certificate, or other license; (b) establish general standards, specifications, and requirements for the construction, design, and maintenance of your business site and premises; (c) regulate matters affecting the health, safety, and welfare of your customers, such as general health and sanitation requirements, restrictions on smoking and exposure to tobacco smoke or other carcinogens, availability of and requirements for public accommodations, including restroom facilities and public access; (d) set standards pertaining to employee health and safety; (e) set standards and requirements for fire safety and general emergency preparedness; and (f) regulate the proper use, storage, and disposal of waste or other hazardous materials. You must also obtain all necessary permits, licenses, and approvals to operate your FT Business.

You should consult with a legal advisor about whether these and/or other requirements apply to your FT Business. Failure to comply with laws and regulations is a material breach of the Franchise Agreement.

ITEM 2
BUSINESS EXPERIENCE

President and CEO: David M. Claflin

Mr. Claflin has served as our President and CEO since July 2010 in San Antonio, Texas. Since August 2008, Mr. Claflin has served as President and CEO of Enhouse America, Inc. in San Antonio, Texas.

Director: Thomas Ince

Mr. Ince has been our Director in Austin, Texas since April 2023. He is also the Managing Director of LP First Capital in Austin, Texas and has been since February 2018.

Controller and Treasurer: Matthew Jackson

Mr. Jackson has been our Controller and Treasurer in Austin, Texas since April 2023. Mr. Jackson is also the Vice President of First Capital in Austin, Texas and has been since September 2020. Previously, he was Senior Associate at KPMG in Houston, Texas from August 2017 to August 2020.

Executive Director of Franchise Sales: Brennan Claflin

Mr. Claflin has served as our Executive Director of Franchise Sales since April 2022 in San Antonio, Texas. Since October 2020, Mr. Claflin has also served as a Fastest Labs franchisee in Austin, Texas and then in San Antonio, Texas. Mr. Claflin served as a commercial pilot and Certified Flight Instructor for Air Austin services, Van Bortel and American Flyers from November 2016 to June 2021 in Austin, Texas.

Executive Director of Franchise Operations & Technology: John Smith

Mr. Smith has served as our Executive Director of Franchise Operations & Technology since April 2022 in San Antonio, Texas. Since March 2021, Mr. Smith has also served as President of Fastest Labs of NW San Antonio in San Antonio, Texas. From September 2017 to February 2021 Mr. Smith served as a franchise owner/operator for Fastest Labs of Addison in Addison, Texas. From October 2018 to June 2020, Mr. Smith served as a Project Manager at The Brandt Companies in Dallas, Texas.

Director of Franchise Support: Tina Andrie

Mrs. Andrie has served as our Director of Franchise Support since July 2023 in San Antonio, Texas. Prior to that, Mrs. Andrie served as Customer Relations and Estimator for Mattern & FitzGerald Custom Home Builders from September 2020 to July 2023 in Boerne, Texas. Since August 2006 to current, Mrs. Andrie serves as Co-owner/Vice-President of Team Safety Pro, Inc.

Director of Franchise Marketing: Catherine Koehler

Mrs. Koehler has served as our Director of Franchise Marketing since October 2023 in Omaha, Nebraska. From January 2022 to August 2023, Mrs. Koehler served in multiple roles as Director of Social Media and Marketing Operations manager at HorsePower Brands. From December 2018 to January 2022, Mrs. Koehler served in multiple roles as Public Relations, Content and Marketing Specialist at Right at Home, LLC.

Director of Finance & Accounting: Neal Smith

Mr. Smith has served as our Director of Finance & Accounting since July 2023 in San Antonio, Texas. From February 2023 to August 2023, Mr. Smith served as Senior Manager, Reporting and Technical Accounting at Clear Channel Outdoor. From April 2022 to January 2023, Mr. Smith served as Division Controller II at PulteGroup. From September 2018 to April 2022, Mr. Smith served in two roles as Senior Financial Reporting Analyst and Financial Reporting Manager at The Walt Disney Company.

Director of Franchise Onboarding: Waiika Luna

Mrs. Luna has served as our Director of Franchise Onboarding since October 2023 in San Antonio, Texas. From May 2019 to September 2023, Mrs. Luna served in multiple roles as Franchise Liasson and Franchise Support at Fas-Tes Franchise Systems, LLC. From September 2018 to May 2019, Mrs. Luna served as a Clinic Drug Test Technician at Enhouse America, Inc.

ITEM 3
LITIGATION

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

Initial Franchise Fee

You must pay us an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement. We offer the opportunity to enter into a franchise agreement for a single FT Business ("Single FT Business") or enter into multiple franchise agreements for multiple FT Businesses under an Area Development Agreement. If you will operate a Single FT Business, you will be granted a territory ("Territory").

If you operate a Single FT Business with a territory that contains between 8,500 businesses and up to 12,000 businesses ("Standard Territory"), you will pay an Initial Franchise Fee equal to $59,500. If you operate a Single FT Business with a territory that contains up to 8,499 businesses ("Mid-Size Territory") you will pay an Initial Franchise Fee equal to $45,500. If you operate a Single FT Business with a territory that contains more than 12,000 businesses and up to 14,000 businesses ("Large Territory"), you will pay an Initial Franchise Fee equal to $80,500.

The Initial Franchise Fee includes a tablet that we provide to you for no additional fee with the purchase of your first FT Business. The Initial Franchise Fee is payable when you sign the Franchise Agreement in a lump sum unless you sign a deposit agreement. The Initial Franchise Fee is fully earned when paid and, except as provided below, is not refundable under any circumstances. The Initial Franchise Fee is uniform, except that we currently offer a $1,500 discount off the first Franchise to any honorably discharged veteran of the U.S Armed Forces that meets our qualifications to operate an FT Business.

During our last fiscal year ended December 31, 2023, we collected Initial Franchise Fees for Standard Territories ranging from $25,000 to $59,500. We collected Initial Franchise Fees for Large Territories ranging from $70,500 to $80,500.

Development Fee

If you choose to enter into an Area Development Agreement to open multiple FT Businesses, you will pay us a Development Fee based on the number of FT Businesses you will develop ("Development Fee") when you sign your Area Development Agreement. You will not owe any additional Initial Franchise Fee when you enter into the Area Development Agreement. Under the Area Development Agreement, you must develop a minimum of two FT Businesses. The table below details the total number of FT Businesses and the corresponding Development Fee. The Development Fee is equal to the sum of all the Initial Franchise Fees for FT Businesses, as described in the tables below.

	Development Fee for respective Single Territory FT Business*	Total Development Fee Due
First FT Business	$59,500	N/A
Second FT Business	$55,500	$115,000
Third FT Business	$52,500	$167,500
Fourth FT Business	$49,500	$217,000
Fifth FT Businesses	$47,500	$264,500

*The table above assumes you will purchase five Standard Territories as part of your Area Development Agreement. If you purchase a Large Territory as part of your Area Development Agreement, your Development Fee will increase by $21,000 (the difference between the $59,500 Initial Franchise Fee for a Standard Territory and the $80,500 Initial Franchise Fee for a Large Territory. For example, if you purchase three FT Businesses with one Large Territory, you will pay a Development Fee of $80,500 for the FT Business with Large Territory, one fee of $55,500 for the first FT Business with a Standard Territory, and one fee of $52,500 for the second FT Business in Standard Territory, for a total Development Fee of $188,500. If you purchase a Mid-Sized Territory as part of your Area Development

Agreement, your Development Fee will decrease by $14,000 (the difference between the $59,500 Initial Franchise Fee for a Standard Territory and the $45,500 Initial Franchise Fee for a Mid-Sized Territory.

During our last fiscal year ended December 31, 2023, we collected Development Fees ranging from $25,000 to $234,500.

Fee Deferral

Some states have imposed a fee deferral. Please refer to the Addendum in Exhibit F to the Franchise Disclosure Document.

First Year Payment for Internet Marketing SEO, Keywords and Social Media Advertising Expenses

You must pay us a total amount of $18,000 to be utilized to advertise your FT Business for your first twelve months. We will collect this nonrefundable amount in full prior to the opening of your FT Business to ensure a $1,500 advertising spend will occur uninterrupted for the establishment of regular Pay Per Click PPC advertisements, Search Engine Optimization SEO of your local website and social media advertisements.

ITEM 6
OTHER FEES

Type of Fee [1]	Amount	Due Date	Remarks
Royalty Fee[2]	Greater of 7% of Gross Revenue or the Minimum Royalty due[2]	Due on or before the 5th day of each month	Paid by electronic funds transfer ("EFT"). You will pay an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance ("Royalty Fee"). The "Minimum Royalty" is not due for the first 6 months of your operation. After this grace period, the Minimum Royalty will be equal to $500 per month.
National Brand Fund	2% of monthly Gross Revenue	Same as Royalty Fee	This contribution will be used for a system-wide "National Brand Fund" for our use in promoting and building the FT System.
Local and Regional Advertising Cooperatives	Established by cooperative members, between 1% and 2% of Gross Revenues	Established by cooperative members	We currently do not have a cooperative but reserve the right to require one to be established in the future. We anticipate each FT franchisee will have one vote for each FT Business operated by the member in the designated market. Each FT Business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as the franchisees. If a local or regional advertising cooperative is established, contribution amounts will be

Type of Fee [1]	Amount	Due Date	Remarks
			established by the cooperative members, subject to our approval. No local or regional advertising cooperatives have been established as of the Issuance Date of this Franchise Disclosure Document. Item 11 contains more information about advertising cooperatives.
Initial Training Fee	$1,500 per additional person plus $1,000 for each additional hotel room	Prior to commencement of initial training	Only paid if more than two people attend initial training. This fee will vary depending on the number of hotel rooms used by the trainees.
Supplemental Training at Your Facility	$500 per day, per trainer, plus expenses of the training staff	30 days after billing	Additional training may be requested by franchisees or may be required by us in our sole discretion.
Transfer Fee	$12,500, plus (i) $7,500 to cover professional fees/costs, unpaid vendors, tail insurance coverage or other similar amounts, with any unused balance of $7,500 returned, and (ii) any third-party broker's fees, commissions or other placement fees	$7,500 when requested as part of transfer approval process and the remaining balance of fee at time of the approved transfer	Payable by you (the transferor).
Technology Fee[3]	$200 monthly fee	Same as Royalty Fee	The Technology Fee covers certain technologies used in the operation of your FT Business. We reserve the right to upgrade, modify and add new technologies and software. You will be responsible for any increase in fees that result from any upgrades, modifications, or additional software or from increases from third-party vendors.
Quick Books Online ("QBO")	Monthly subscription fee of $140	Same as Royalty Fee	You will be responsible for any increase in the QBO subscription fee from the third-party vendor.
Lab Management Software Fee[3]	Then-current monthly fee, currently $109 per month for one tablet. You will pay $20 per month for each additional tablet.	Same as Royalty Fee	We assess a monthly "Lab Software Fee" for access to our proprietary lab management software system. We reserve the right to designate an alternative supplier of lab management software. We reserve the right to upgrade, modify and add new technologies and function to this software. You will be responsible for any increase in fees that result from any upgrades, modifications, or additional software or from increases from third-party vendors.

Type of Fee [1]	Amount	Due Date	Remarks
Audit Fee	Cost of audit, including travel expenses, plus interest on amount of any underpayment	Upon demand	Payable only if audit shows an understatement of 3% Gross Revenue for any month.
Renewal Fee	$10,000	At the time you sign the new franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a successor franchise agreement.
Payment Service Fees	Up to 3% of total charge	As incurred	If payment is made to us or our affiliates by credit card for any fee required, we may charge a service charge of up to 3% of the total charge.
Interest Fee	The greater of prime plus 3% or 12%, but not more than the maximum allowed by law	30 days after billing	Interest is charged on any unpaid royalty, advertising, transfer, and other fees not received by the due date.
Insurance Fee	Reimbursement of our costs, plus a $500 administration charge	On demand	If you fail to obtain insurance, we may obtain insurance for you, and you must reimburse us for the cost of insurance obtained plus a $500 administration fee for obtaining the insurance on your behalf.
Relocation Fee	Our costs	Upon relocation	You must reimburse us for our reasonable expenses if we permit you to relocate your FT Business. We will provide you with copies of our invoices for our expenses from any third-party providers upon request.
Convention Fee	The then-current fee (currently estimated to be $499 to $999 per person)	On demand	Payable to us to help defray the cost of your attendance at any annual convention that we choose to hold. This fee is due whether or not you attend our annual convention in any given year. All individual franchisee(s) and/or the formal entity owner(s) of record are required to attend and pay the then-current convention fee per person
Internet Marketing: Search Engine Optimization and Keywords Social Media	$1,500 per month for your first 12 months in operation and beginning in the thirteenth month of operation, you must spend a minimum of $1,200 per month. If you do not meet our Performance Standard (as defined in item 12), we will require you to spend $1,500 per month.	Due on or before the 1st Business day of each month	These payments must be made directly to us and we remit it to the service provider. If you fail to make these payments, we may require you to pay the difference to us. If you do not meet our Performance Standard, you will be required to spend $1,500 per month until you meet or exceed the Performance Standard applicable to your FT Business. $18,000 will be collected up front from you and deployed for you over your first 12 months of operation

Type of Fee [1]	Amount	Due Date	Remarks
Third Party Web Platform Fee	$200 per month	Due on or before the 1st Business day of each month	Paid by electronic funds transfer ("EFT"). You will pay an ongoing payment that covers the use of the Third Party Web Platform management software and reporting platform.
Indemnification	Will vary under circumstances	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives incur related in any way to your FT Business or Franchise.
Non-Sufficient Funds Fee	$100 per occurrence	As incurred	Payable if any check or electronic payment is not successful due to insufficient funds, stop payment, or any similar event.
Management Fee	$500 per day, plus costs and expenses	As incurred	Payable if we or our affiliate manages the FT Business because you are in breach of the Franchise Agreement, abandon the FT Business, we deem you incapable of operating the FT Business or following your death or disability.
Professional Fees and Expenses	Will vary under circumstances	As incurred	You must reimburse us for any legal or accounting fees that we incur as a result of any default, breach or termination of your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against you under the Franchise Agreement.
Customer Issue Resolution	Varies; reasonable costs we incur for responding to a customer complaint, which will typically be between $50 and $100	On demand	Payable if a customer of the FT Business contacts us with a complaint and we provide a gift card, refund, or other value to the customer as part of our addressing the issue.
Enforcement Costs	Our actual expenses in enforcing a Confidentiality Agreement or System Protection Agreement	As incurred	You agree to reimburse us for all expenses we incur in enforcing a Confidentiality Agreement or System Protection Agreement, including reasonable attorney fees and court costs.
Late Payment (Deposit Agreement)	$2,500	As incurred	You may enter into a deposit agreement as described in Item 10. If you fail to make timely payments under the terms of your Deposit Agreement, a late fee will be assessed.

Type of Fee [1]	Amount	Due Date	Remarks
Collection Fees	Currently $20.13 per rapid screen (including the rapid device) and $15 per lab-based collection.	As incurred	If a business physically located within your Territory has a billing zip code within the Territory of another franchisee, you will not be able to service the business except by providing collection services and receiving a Collection Fee from the franchisee who operates in the business's billing zip code. If you request that another franchisee provides collection services to your client, you will pay the franchisee our then-current Collection Fee. We reserve the right to increase these Collection Fees.
Territory Infringement Fee	Amount equal to all sums you receive from any customer where you provide services to the customer who is located outside of your territory or within the territory of another franchisee	As incurred, with amount payable to another franchisee	The first occasion in which you solicit sales to customers or provides approved services to a customer located outside of your territory or customers with a billing zip code within the territory of another franchisee, you must immediately pay to the franchisee(s) whose territory includes the location(s) in which each such customer resides or is domiciled, an amount equal to all sums received from each such customer. If you solicit sales or provide approved services in violation on more than one occasion, such activity is a material breach of your Franchise Agreement and provides us with the right to terminate.

Notes:

1. All fees paid to us or our affiliates are uniform and not refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We currently require you to pay fees and other amounts due to us or our affiliates via EFT or other similar means. You are required to complete the EFT authorization (in the form attached to this Franchise Disclosure Document in Exhibit H). We can require an alternative payment method or payment frequency for any fees or amounts owed to us or our affiliates under the Franchise Agreement. All fees are current as of the Issuance Date of this Franchise Disclosure Document.

2. During your first six months of operating your FT Business, you will pay us a Royalty Fee equal to 7% of monthly Gross Revenue generated during the previous month. After the six-month anniversary of your opening date, you will pay us a Royalty Fee equal to the greater of the 7% of your monthly Gross Revenue or a Minimum Royalty equal to $500 per month.

   If you operate multiple FT Businesses under an Area Development Agreement, the Minimum Royalty will apply to each FT Business you operate and will be assessed based on the Gross Revenue you generate under each FT Business. Your Minimum Royalty amount will be based on when each FT Business opened. We will not aggregate Gross Revenue across FT Businesses to determine whether the Minimum Royalty is due, and you must provide separate royalty and Gross Revenue reports for each FT Business you operate. Upon renewal, you will pay the then-current Minimum Royalty that would apply to franchisees in the final year of their term. The Minimum Royalty may increase upon renewal.

   "Gross Revenue" means the aggregate amount of all sales of services and products, and the aggregate of all charges for services performed (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made and rendered in, about or in connection with the FT Business. Gross Revenue also includes all income, revenues, consideration, or receipts of any kind derived from the operation of the FT Business, including all services provided as a direct or indirect consequence of use of Franchisor's Licensed Marks or any aspect of the System, and including all proceeds from any business interruption insurance. Gross Revenue does not include any federal, state, municipal or other sales, value added or retailer's excise taxes paid or accrued by Franchisee. Gross Revenue shall not be modified for uncollected accounts. For purposes of the Royalty Fee, the sale is deemed made at the earlier of delivery of service or product, or receipt of payment.

3. The monthly Technology Fee may change from time to time based on changes to the technical services we provide and/or our costs to provide these services. We reserve the right to enter into a master license agreement with any software or technology supplier and sublicense the software or technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the software or technology. We also have created proprietary lab management software that must be used by FT franchisees, and you may be required enter into a license agreement with us and pay us the Lab Management Software Fee. We also reserve the right to create additional proprietary software or technology that must be used by FT franchisees, in which case we may require that you enter into additional license agreements with us and pay us reasonable initial and ongoing licensing, support and maintenance fees. We can change the software and technology that must be used by our franchisees at any time, which may result in changes to the Technology Fee.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT-STANDARD TERRITORY

Expenditure	Amount		Method of Payment (1)	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee[(1)]	$59,500	$59,500	Lump sum	At signing of Franchise	Franchisor

Expenditure	Amount		Method of Payment (1)	When Due	To Whom Payment is to be Paid
	Low	High			
				Agreement	
Airfare and Living Expenses While Training[2]	$1,000	$1,500	As incurred	As incurred	Vendors
Lease and Utility/ Security Deposits[3]	$2,500	$5,000	As incurred	As incurred	Suppliers
Exterior Signage and Installation[4]	$5,000	$9,000	As incurred	As incurred	Vendors
Office Equipment[5]	$3,500	$6,500	As incurred	As incurred	Vendors
Initial Testing Equipment[6]	$3,500	$5,000	Lump sum	Before opening	Suppliers
Insurance and Miscellaneous Opening Expenses[7]	$5,500	$11,000	As incurred	As incurred	Approved Insurance Companies and Vendors
Computer Hardware and Software[8]	$6,000	$7,500	As incurred	As incurred	Vendors
Start-Up Kit and Uniforms[9]	$1,000	$1,500	As incurred	As incurred	Vendors
Internet Marketing SEO, Keywords and Social Media Advertising Expenses[10]	$18,000	$18,000	Lump sum	Before opening	Home Office for Approved Internet marketing Vendor
Additional Funds (3 months)[11]	$20,000	$40,000	As incurred	As incurred	Vendors
TOTAL ESTIMATED INITIAL INVESTMENT[12]	$125,500	$164,500			
Large Territory	If you purchase a Large Territory, you will incur all of the costs listed above except that the Initial Franchise Fee will total $80,500. We estimate that your initial investment for a Large Territory will range from $146,500 and $185,500.				
Mid-Size Territory	If you purchase a Mid-Size Territory, you will incur all of the costs listed above except that the Initial Franchise Fee will total $45,500. We estimate that your initial investment for a Mid-Size Territory will range from $111,500 and $150,500.				

Notes:

1. Initial Franchise Fee. See Item 5 for more information on the Initial Franchise Fee. See Item 10 for information about financing of the Initial Franchise Fee.

2. Airfare and Living Expenses While Training. Airfare rates are based on round trip accommodations for two people and may be more or less expensive depending on current airline ticket prices. Living expenses may vary depending on individuals' specific needs. You may incur additional fees if you bring additional people to initial training.

3. Lease and Utility/Security Deposits. Your lease payments will depend on geographic location, size, local rental rates, businesses in the area, site profile, and other factors and as a result could be considerably higher than this estimate in some areas. We estimate that rent will typically range from $15 to $28 per square foot. FT Businesses may be located in strip malls, shopping

centers, free-standing buildings, other venues in downtown commercial and/or industrial areas, and in residential areas. We anticipate that you will rent your FT Business; however, you may choose to purchase real estate on which a building suitable for your FT Business is constructed or could be constructed. Real estate costs generally depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are purchasing.

4. Exterior Signage and Installation. Signage may vary based on quantity of signs, size of the signage, installation of signage and materials used.

5. Office Equipment. This amount may be needed to purchase office furniture, office supplies, office decorations and fixtures, waiting room chairs, desks, chairs, trash cans, on-site testing equipment, filling cabinets, security safe, fire extinguisher, privacy curtains, plastic trays and wall trays, auto towel dispenser and paper rolls, rack shelving, vacuum, mini refrigerator, water filtration pitcher, paper shredder, soap dispenser, clip boards and incidental office supplies.

6. Initial Testing Equipment. This estimate is for your initial inventory which includes drug testing supplies, envelopes, forms, and other materials.

7. Insurance and Miscellaneous Opening Expenses. This amount may be needed to purchase or pay deposits on required insurance policies. All insurance carriers must be approved by us. Required insurance policies are listed in Item 8. In addition, this amount may also include incorporation, legal fees, workers' compensation, certificate of occupancy/inspections and legal posters. All insurance policies must name Fas-Tes as an additional insured and you must provide proof of having secured this insurance before the commencement of your FT Business. The estimated cost for all insurance during the first year of operation may be $5,500 to $11,000, which includes the cost of workers compensation. Insurance costs vary from state to state. Workers' Compensation rates are based on a percentage of estimated first year payrolls. Many states will charge between $3 and $18 per $100 in payroll. A few states are higher, such as California.

8. Computer Hardware and Software. This estimate includes the required software (Scorpion website software, Technology Fee, QuickBooks Advanced Online, and QuickBooks integrated credit card services), one iPad tablet, one Samsung tablet (we include one at no charge for your first FT Business), a phone system with three phones, a sound system, a credit card machine, our designated credit card processor, two laptop computers and two color printer/scanner/copiers. It also includes one programmed tablet for use with our LabFusion software system, tablet stand, and one year of the required monthly subscription to our LabFusion software system used in conjunction with our testing services.

9. Start-Up Kit and Uniforms. The start-up kit includes brochures, business cards, posters, decals, pop up banners, tablecloth and some forms. Your start-up kit costs will vary, depending on the amounts of each that you order. This estimate also includes our approved uniforms for your employees, which you must also purchase prior to opening.

10. Internet Marketing SEO, Keywords and Social Media Advertising Expenses. This total amount of $18,000 will be utilized to advertise your business for your first twelve months. The funds will be collected up front to ensure a $1,500 advertising spend will occur uninterrupted for the establishment of regular Pay Per Click PPC advertisements, Search Engine Optimization SEO of your local website and social media advertisements. This does not include the $200 per month required fee to our designated vendor for your website management and reporting software.

11. Additional Funds. These estimates are based on the minimum amount that may be needed for expenditures necessary to cover expenses for the start-up phase of three months from the commencement date of your FT Business. These expenses may include utilities (water, electric, internet, phone, fax), payroll, workers compensation insurance, rent, additional sales training, and additional inventory/miscellaneous items. This estimate also includes your required grand opening advertising and local advertising. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting and operating the business during the start-up phase of three months. Our estimates are based on our sale of franchises since 2010 and our affiliate's operation of a similar business since 2008.

12. Total Initial Investment. This total estimated initial investment has been based on our experience and the experience of our predecessor in operating a similar business.

We have relied on the experience of our affiliate in operating the FT Business office in San Antonio, Texas since 2010. You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. The availability in terms of financing depends on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

YOUR ESTIMATED INITIAL INVESTMENT
AREA DEVELOPER – DEVELOPMENT OF TWO TO FIVE FRANCHISED BUSINESSES

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee [(1)]	$115,000 - $285,500	Lump sum	On signing Area Development Agreement	Us
Other Expenditures for First Franchised Business [(2)]	$66,000-$105,000	See First Table	See First Table	See First Table
Total	**$171,000-$390,500**			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your FT Business under an Area Development Agreement. We do not offer direct or indirect financing for these items. All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for deposits and other payments.

1. Development Fee. See Item 5 for more information on the Development Fee. The low estimate assumes you will enter into an Area Development Agreement that includes two Standard Territories. The high estimate assumes you will enter into an Area Development Agreement for five Franchised Businesses that includes one Large Territory.

2. Other Expenditures for First Franchised Business. These are the estimates to build-out your first Franchised Business for a Standard Franchise less the Initial Franchise Fee (which is replaced by the Development Fee). You should be aware that your initial investment for your second and subsequent Franchised Businesses likely will be higher than the above estimates for your first Franchised Business due to inflation, increased labor costs, increased materials costs and other economic factors that may vary over time.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In the development and operation of your FT Business, you are permitted to use only those brands, types of equipment and supplies that meet our specifications and standards we prescribe periodically, which are required in the operation of your FT Business. We will issue or modify specifications and standards and designation of approved brands and types of equipment and supplies through the Franchise Brand Standards Manual or other written communication to you. You must comply with all our standards and specifications in the establishment and operation of your FT Business.

Approved Suppliers

You may purchase only approved brands, types and models of equipment, signage and supplies that meet our specifications, and only from approved suppliers we designate, in our sole discretion. We will provide you with a list of approved suppliers and laboratories who sell items, equipment, services, and supplies meeting our specifications and standards. The requirement to purchase supplies, equipment, services, and fixtures meeting our specifications and standards from the approved suppliers will include, without limitation, (1) brochures, (2) business cards and stationery, (3) office signage, (4) company forms (5) branded items and clothing, (6) test kits and lab supplies, and (7) computer software and hardware.

We may establish specifications and standards for customer satisfaction and require you to render services that meet our standards and specifications for customer service. We do not make the criteria for approving suppliers available to you and we do not provide material benefits to you for your use of designated or approved suppliers.

Specified marketing and promotional products, contract forms, professional cards, testing equipment, and other items as we may designate must be purchased from a supplier selected and approved by us. As of the date of this Disclosure Document, you must use the following suppliers for the designated services: Gallagher (insurance), Scorpion (internet marketing services), Darter (branded promotional items), Intuit (technology) and us (certain services that are part of the Technology Fee). You must purchase the initial testing equipment, signage, and initial marketing from our approved suppliers. We reserve the right to designate a primary or single source of supply for certain products, supplies or services, and we or our affiliates may be that single source. You must pay the then-current price in effect for any purchases from us or our affiliates. Such then-current price may include a mark-up that exceeds the direct cost of the product or service and we or our affiliate may derive a profit from such sale to you. You may not contract with an alternative supplier for any products and/or services for which we have designated a supplier. Other than an ownership interest in the franchisor entity, none of our officers own an interest in any approved supplier.

We may negotiate purchase arrangements with suppliers and distributors for the benefit of our franchisees and we may receive rebates or volume discounts from our purchase of equipment and supplies that we resell to you. We currently have a purchase arrangement with our approved suppliers of customer relationship management programs, other software, search engine optimization services, other website

services, QBO subscriptions, credit card merchant services, accounting software, pay-per-click advertising, sales prospecting services, and diagnostic testing supplies. We also negotiate discounts and other terms with laboratories that provide testing services to FT Businesses. The discounts we negotiate are available to all franchisees who are not in default.

We and our affiliate have a right to receive payment from suppliers on account of their actual or prospective dealings with you and other franchisees. We may use the revenue we or our affiliate receive from approved suppliers without restriction and for any purpose. The basis of the revenue paid to us or affiliate by approved suppliers will be in a range of 1% to 20% of the purchase price of such products and services purchased by franchisees from approved suppliers.

Other than initial testing equipment, signage, initial marketing, branded items, diagnostic test kits, uniforms, insurance, required software and required advertising you may purchase any of the required products and services from a supplier of your choosing, provided the products meet our standards and specifications and the supplier meets our criteria for approved suppliers. If you desire to purchase any items, services or products from suppliers not previously approved by us, you must submit to us a written notice of a proposed supplier. We will have 30 days from receipt of written notice to approve or reject the proposed supplier. As a condition of approval, we will be permitted to inspect the supplier's facility and the products and services to ensure compliance with our specifications and standards. We do not charge a fee in connection with our review of a proposed supplier.

You will not receive any material benefits from us resulting from your use of designated or approved suppliers. During our fiscal year ending December 31, 2023, we derived revenue of $721,443 as a result of franchisee purchases of approved products and services, which was 10.6% of our total revenue of $6,801,000, as noted in our audited financial statements included as Exhibit B to this Franchise Disclosure Document. Of the revenue derived from franchisee purchases, we paid $623,025 directly to third party suppliers for their approved products or services.

We will identify all designated and approved suppliers in the Franchise Brand Standards Manual or in other written communications.

Advertising and Promotional Materials

All advertising and promotional materials and other items we designate must bear the Licensed Marks in the form, color, location and manner we prescribe. Before you use advertising and marketing materials, you must send them to us for our review if we have not prepared or previously approved such advertising, promotional and marketing materials. If you do not receive written disapproval within 15 days after we receive the materials, they are deemed to be approved. You may not use any advertising, promotional or marketing materials that we have not approved or have disapproved.

Supplier approval may depend on product quality, frequency of delivery, service standards, financial capability, customer relations, or concentration of purchases with limited suppliers. We may inspect a proposed supplier's facilities during our review to make sure the supplier meets our standards and specifications. We may revoke prior approval of a supplier by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier or for approval of a new product or service.

Insurance

You must obtain and maintain, at your own expense, insurance coverage, from insurance providers approved by us and must satisfy other insurance-related obligations required by the Franchise Agreement.

You currently must have: (1) comprehensive general liability insurance, including bodily injury, property damage, personal injury, products and operations liability coverage with a combined single limit of not less than $1,000,000; (2) worker's compensation and employer's liability to meet statutory requirements of your state(s) of operation (you must maintain worker's compensation and employer's liability insurance coverages regardless if required by state law); (3) commercial property insurance written on a special cause of loss at replacement value; (4) third property liability bond with a minimum per occurrence limit of $25,000; (5) automobile liability insurance for all owned, non-owned and hired automobiles with a single limit coverage of not less than $1,000,000; (6) an umbrella policy in the amount of not less than $1,000,000; (7) employees and officer's professional liability insurance; and (8) other insurance as may be required by the state or locality where your FT Business is located and operated. You must obtain and maintain required insurance in the minimum coverage required as established in the Franchise Agreement and in the Franchise Brand Standards Manual. Premiums depend on the insurance carrier's charges, terms of payment and your history. All insurance policies must name us as an additional insured. You must submit a copy of the Certificate of Insurance to us prior to opening your FT Business.

All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated "A" or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria we may establish periodically. We may also reasonably increase the minimum liability required coverage annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in the industry, or other relevant changes and circumstances. You must submit to us annually a copy of the certificate of insurance or evidence of the renewal or extension of each insurance policy or any modifications to any insurance policies. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of that insurance, we may, at our option and in addition to other rights and remedies we may have, obtain insurance coverage, on your behalf, and you agree to properly execute any applications or other forms or instruments required to obtain any insurance and pay to us on demand any cost and premiums we incur.

Your obligation to obtain and maintain the insurance coverage described here and in the Franchise Agreement is a material obligation of the Franchise Agreement. Failure to comply shall constitute good cause for termination of the Franchise Agreement.

Development of your FT Business

You must develop your FT Business in compliance with our standards and specifications. We may provide you with suggested specifications and layouts for your Facility, including suggestions for dimensions and interior layout. These specifications and layouts may not reflect the requirements of any federal, state or local law, code or regulation, including those arising under the Americans with Disabilities Act for similar rules governing public accommodations for persons with disabilities. You must prepare a site survey and all required construction plans and specifications for the site of your Franchise Business and make sure they comply with the Americans with Disabilities Act and similar rules, other applicable ordinances, building codes, permit requirements and lease requirements and restrictions required by all state municipal laws and regulations. We must review and approve final specifications and plans before you begin construction or remodeling of your Facility. Our review is only to ensure your compliance with our design requirements. We may inspect your Facility during its development.

Purchasing or Distribution Cooperatives

There currently are no purchasing or distribution cooperatives that you must join for which you must participate. In the future we may, but do not as of the date of this Disclosure Document, negotiate purchasing arrangements with suppliers which may include price and terms for the benefit of franchisees.

We estimate that the percentage of the required purchases or leases of products and services in relation to all of your purchases and leases that you incur in establishing your FT Business is 55% to 65%. We estimate that your required purchases or leases of products and services from approved suppliers in the operation of your FT Business in relation to all purchases and leases that you incur in the operation of your FT Business is 28% to 35% of your total ongoing costs and expenses.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligation in these agreements and other items of this Franchise Disclosure Document. "FA" refers to the Franchise Agreement and "ADA" refers to the Area Development Agreement.

Obligations	Section In Agreement	Item In Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	FA: Section 1; ADA: N/A	Item 11
b. Pre-opening purchase/lease	FA: Sections 2, 3; ADA: N/A	Item 8
c. Site development and other pre-opening requirements	FA; Sections 1, 2, 3; ADA: N/A	Items 7, 8 & 11
d. Initial and ongoing training	FA: Section 4; ADA: N/A	Item 11
e. Opening	FA: Section 3; ADA: Attachment B	Item 11
f. Fees	FA: Sections 4, 8, 12, 14, 15, 16; ADA: Section 3	Items 5 & 6
g. Compliance with standards and policies/Brand Standards Manual	FA: Section 9; ADA: N/A	Item 11
h. Trademarks and proprietary information	FA; Sections 5, 6; ADA: N/A	Items 13 & 14
i. Restrictions on products/service offered	FA: Section 9; ADA: N/A	Items 8 & 16
j. Warranty and customer service requirements	FA: Section 9; ADA: N/A	Items 8 & 11
k. Territorial development and sales quotas	FA: Section 1; ADA: Section 5	Item 12
l. Ongoing product/service purchases	FA: Section 9; ADA: N/A	Item 8
m. Maintenance, appearance and remodeling requirements	FA: Section 9; ADA: N/A	Item 11
n. Insurance	FA; Section 9; ADA: N/A	Items 6, 7 & 8
o. Advertising	FA: Sections 10, 12; ADA: N/A	Items 7 & 11

Obligations	Section In Agreement	Item In Franchise Disclosure Document
p. Indemnification	FA: Section 7; ADA: Section 13	None
q. Owner's participation / management / staffing	FA: Section 9; ADA: N/A	Items 11 & 15
r. National Brand Fund	FA; Section 12; ADA: N/A	Item 11
s. Records and reports	FA: Section 13; ADA: N/A	Item 11
t. Inspections and audits	FA: Section 14; ADA: N/A	Items 6 & 11
u. Transfer	FA; Section 15; ADA: Section 9	Item 17
v. Renewal	FA: Section 16; ADA: N/A	Item 17
w. Post-termination obligations	FA: Section 18; ADA: Section 8	Item 17
x. Non-competition covenants	FA: Sections 6 & 18; ADA: Section 8.2	Item 17
y. Dispute resolution	FA: Section 20; ADA: Section 17	None
z. Other- Regional, National Meetings	FA: Section 4; ADA: N/A	Item 11

ITEM 10
FINANCING

Before you sign the Franchise Agreement and at least 16 calendar days after you receive a Franchise Disclosure Document, we may allow you to enter into a "Deposit Agreement" with us (see Exhibit J). The Deposit Agreement will require you to make a deposit payment to pay for all or a portion of your Initial Franchise Fee or Development Fee for your FT Business in exchange for the right to reserve a Territory or Development Area up through a specific date. The deposit amount will vary but will generally range from $15,000 to $30,000. If you sign a Franchise Agreement and/or Area Development Agreement, we will apply the deposit payment towards the Initial Franchise Fee or Development Fee and allow you to pay the balance of the Initial Franchise Fee and/or Development Fee upon signing the Franchise Agreement and/or Area Development Agreement or at a later date that we mutually agree upon. There is no liability upon your default under the Deposit Agreement. There are no penalties for not paying the balance of the Initial Franchise Fee should you decide not to enter into a Franchise Agreement or Area Development Agreement, except that your initial deposit payment is non-refundable and the reservation of your Territory or Development Area will no longer apply. We will not enter into a Franchise Agreement or Area Development Agreement unless the balance of the Deposit Agreement is paid. We do not assess interest on the balance of the Initial Franchise Fee or Development Agreement; however, if you miss a payment, a late fee of $2,500 will be assessed. There is no penalty for prepayment. We do not require you to enter into any security agreement or otherwise guarantee the Deposit Agreement. We do not have any past or present practice to sell, assign or discount to any third party, in whole or in part, any financing arrangements. Other than the deposit agreement, 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, Fas-Tes Franchise Systems, LLC is not required to provide you with any assistance.

Pre-opening Obligations

Before you open your FT Business, we (or our designee) will provide the following assistance and services to you:

1. Designate the territory for your FT Business (Section 1, Franchise Agreement).

2. Provide input regarding the location of your FT Business office (Sections 1 and 2, Franchise Agreement). We use software to assist with site selection. Factors in determining site selection include demographics, population and number of businesses within a certain zip code. We will also approve the location of your FT Business office (Section 2, Franchise Agreement). If you fail to obtain our approval for the location of the FT Business within 90 days after the date of the Franchise Agreement, we have the right to terminate the Franchise Agreement. You must operate your FT Business from a location within your Territory and abide by all local codes, laws, restrictions and statutes in your local area (Section 2, Franchise Agreement).

During the term of your Franchise Agreement, we must approve the location if you elect to change your initial or any subsequent office location. We do not review your construction, remodeling or decorating plans (Section 2, Franchise Agreement).

3. Provide you with a list of things you must accomplish before you attend the initial training program. We will also provide you with assistance and suggestions on how to accomplish the pre-training requirements.

4. Furnish you with a list of the initial inventory. See Item 8 for requirements on the purchase of materials and supplies (Section 9.L, Franchise Agreement).

5. Provide an initial training program for up to two people without additional cost, so long as both persons attend initial training at the same time. The initial training program must be successfully completed, to our satisfaction, by you and by your manager and is conducted in San Antonio, Texas, or at another location we may designate. During your initial training program, we will arrange for and pay up to five nights of hotel accommodations for you and one other person attending the initial training program. You are solely responsible for the compensation, travel, and other expenses incurred in connection with attendance at the initial training program. If more than two people attend the initial training program, you must pay us $1,500 per person for the initial training program (Section 4.A, Franchise Agreement). You must successfully complete your initial training program and open your Franchise within 90 days of signing your Franchise Agreement.

We do not provide the above services to renewal franchisees and may not provide all of the above services to franchisees that purchase existing FT Businesses.

Schedule for Opening

If you will operate one FT Business, you must open your FT Business within 270 days after you sign the Franchise Agreement. The length of time between signing the Franchise Agreement and opening is generally 90 days to 180 days. Factors that may affect the time for opening the Franchise Business office include the time involved in obtaining zoning, building permits and financing, construction requirements and weather. If you purchase multiple FT Businesses under an Area Development Agreement, you must open your FT Businesses within the timeline described below:

FT Business to be opened under an Area Development Agreement	Opening Deadline
First FT Business	270 days from signing the Area Development Agreement
Second FT Businesses	18 months from signing the Area Development Agreement
Third FT Business	30 months from signing the Area Development Agreement
Fourth FT Businesses	42 months from signing the Area Development Agreement
Fifth FT Business	54 months from signing the Area Development Agreement

The site selection and territory approval process for each FT Business under an Area Development Agreement is the same as that for a single FT Business. Each FT Business will be governed by the then-current Franchise Agreement signed for each location and we will follow the then-current standards for our approval of site and territory selections.

Continuing Obligations

During the operation of your FT Business, we (or our designee) will provide the following assistance and services to you:

1. Loan you during the term of the Franchise Agreement provide access to the Franchise Brand Standards Manual, which may consist of one or more handbooks or manuals, proprietary software, sales guides, incoming call guide, library of forms, and other written materials and resources described in Item 14 ("Franchise Brand Standards Manual") for FT Businesses. The Franchise Brand Standards Manual contains mandatory and suggested specifications, standards and operating procedures. The entire manual is at all times confidential and remains our property. We have the right to modify the Franchise Brand Standards Manual at any time to reflect changes in services, specifications, standards and operating procedures, including marketing techniques for your business. No addition or modification may alter your fundamental status and rights. You must keep one copy of the Franchise Brand Standards Manual current. The Franchise Brand Standards Manual consists of approximately 100 pages. The table of contents for the Franchise Brand Standards Manual is attached to this Franchise Disclosure Document as Exhibit G. The master copy of the Franchise Brand Standards Manual maintained by us at our principal office controls if there is a dispute relative to the contents of the Franchise Brand Standards Manual. At our option, we may update the Franchise Brand Standards Manual electronically on our website (Section 4.D, Franchise Agreement).

2. Conduct programs for new franchisees through assistance provided to you in regular telephone conferences and electronic communication. In addition to this support provided following your successful completion of the initial training program, we will provide ongoing support and assistance to you in establishing and developing your FT Business (Section 4, Franchise Agreement). We provide telephone support to you during Mandatory Business Hours (as defined below).

3. During the first six months of operation of your FT Business, we will visit your office at least once to provide ongoing operations support and assistance (Section 4, Franchise Agreement).

4. We may periodically conduct advertising, marketing, and public relations activities, as we determine, in local, regional and national print, broadcast or electronic media outlets (Section 12, Franchise Agreement).

5. Assist you in establishing pricing, including prescribing minimum and/or maximum retail prices for the products and/or services offered and sold at your FT Business (Section 11, Franchise Agreement).

Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques.

2. Make periodic visits to the FT Business for the purpose of assisting in all aspects of the operation and management of the Franchise, prepare written reports concerning these visits outlining any suggested changes or improvements in the operation of the Franchise, and detailing any problems in the operations which become evident as a result of any visit.

3. Maintain and administer a National Brand Fund. We may dissolve the National Brand Fund upon written notice (Section 12A, Franchise Agreement).

4. Hold periodic national or regional conferences to discuss business and operational issues affecting FT Franchisees (Section 4, Franchise Agreement).

5. Test market additional products and services, as we determine, throughout the term of the Franchise Agreement (Section 9, Franchise Agreement).

6. We may at our sole discretion develop proprietary software and make it available by lease or purchase to franchise owners for the purpose of operating the FT Business more effectively and efficiently. This may require you to upgrade operating software and hardware at your expense.

Advertising

National Brand Fund

We have established a National Brand Fund for marketing, developing and promoting the System, the Marks and FT Franchises. We will administer and direct all National Brand Fund programs, with the right to make decisions on creative concepts, materials, endorsements and media used and the

placement and allocation of all advertising, marketing and public relations materials. We have the right to determine the composition of all geographic territories and market areas for the development and implementation of advertising, marketing and public relations programs (Franchise Agreement, Section 12.A).

The National Brand Fund may be used to meet all costs and expenses related to the following programs and activities:

1. Maintaining, administering, directing and preparing national, regional or local advertising materials; placing national, regional and local advertising programs and public relations activities, including, without limitation, the cost of preparing and conducting public relations programs and television, radio, direct mail, magazine, billboard, newspaper, Internet and other media advertising and marketing activities; and conducting related marketing meetings for franchisees;

2. Employing advertising and marketing agencies and utilizing our administrative personnel to perform advertising, marketing and public relations services;

3. Developing promotional brochures and advertising materials for all FT Businesses for purchase by franchisees;

4. Conducting market research, testing and development of new services considered for FT Businesses;

5. Reimbursement of our administrative and personnel costs and salaries and overhead associated with advertising, marketing, telemarketing, public relations, market research, customer satisfaction, surveys, consumer research and any expenses related thereto;

6. Developing strategic partnerships to create brand awareness; and

7. Any and all other brand awareness and preservation activities (Franchise Agreement, Section 12.A).

The National Brand Fund may advertise locally, regionally, and/or nationally in printed materials, on the Internet, on radio or television, or in any other manner, as we determine. The National Brand Fund may periodically provide you with samples of advertising, marketing, and promotional formats and materials and public relations materials. Our direct costs of producing these materials will be reimbursed to us from the National Brand Fund (Franchise Agreement, Section 12.A).

We may make available to you for purchase advertising and marketing materials, direct mail materials, merchandising materials, special promotions, public relations materials and similar or dissimilar advertising and marketing materials which may be produced by the National Brand Fund (Franchise Agreement, Section 12.A).

We will account for the National Brand Fund separately from other funds and may not use the National Brand Fund for our general operating expenses, with the exception that we may use the National Brand Fund to pay the reasonable salaries and benefits of personnel who manage and administer the National Brand Fund, for the National Brand Fund's other administration costs, travel expenses of personnel while they are on National Brand Fund business, meeting costs, overhead relating to National Brand Fund business and other expenses that we incur in activities reasonably related to administering or directing the National Brand Fund and its programs, including, without limitation, conducting market research; national account sales and marketing; public relations; preparing advertising, promotion and

marketing materials; and preparing an accounting of National Brand Fund contributions (Franchise Agreement, Section 12.A).

We may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the National Brand Fund in that year and we may make loans to the National Brand Fund. We may cause the National Brand Fund to invest the surplus for future use by the National Brand Fund (Franchise Agreement, Section 12.A). We will prepare an unaudited annual report of the operations of the National Brand Fund for the prior year which will be available to you upon reasonable request (Franchise Agreement, Section 12.A)

You must contribute 2% of monthly Gross Revenue from the operation of your FT Business to us for utilization for the expenses and activities of the National Brand Fund, which must be paid on or before the 5th day of each month for the previous reporting period by electronic funds transfer. Since we launched the Advertising Fund in March 2024, we did not collect any Advertising Fund Contributions during our most recent fiscal year, ended December 31, 2023.

The National Brand Fund is not a trust. We have a contractual obligation to hold all National Brand Fund contributions for the benefit of the contributors and to use contributions only for the permitted purposes as described above. We have no fiduciary obligation to you for administering the National Brand Fund.

The National Brand Fund is intended to maximize recognition of the Licensed Marks and utilization of FT Businesses. Although we will try to use the National Brand Fund to develop advertising and marketing materials and programs, and to place advertising and marketing and public relations materials that will benefit all FT Businesses, we need not ensure that National Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to National Brand Fund contributions by franchisees operating in that geographic area or that any FT Business will benefit directly or in proportion to its National Brand Fund contributions from the development of advertising and marketing materials or from the placement of advertising (Franchise Agreement, Section 12.A).

We may use collection agents and institute legal proceedings to collect National Brand Fund contributions at the National Brand Fund's expense. We also may forgive, waive, settle and compromise all claims by or against the National Brand Fund. We assume no other direct or indirect liability or obligations to you for collecting amounts due to, maintaining, directing, or administering the National Brand Fund (Franchise Agreement, Section 12.A).

We may at any time defer or reduce a franchisee's National Brand Fund contributions and, upon 30 days prior written notice to you, reduce or suspend National Brand Fund contributions and operations for one or more periods of any length of time and terminate (and, if terminated, reinstate) the National Brand Fund. Although the National Brand Fund is intended to be perpetual, we may terminate the National Brand Fund at any time. If we terminate the National Brand Fund, we will either (a) distribute all unspent monies to franchisees, and to us and our affiliate, in proportion to theirs and our and our affiliate's respective National Brand Fund contributions during the preceding 12 month period; or (b) use all money paid to the National Brand Fund for the remaining activities of the National Brand Fund (Franchise Agreement, Section 12.A).

Local or Regional Advertising Cooperatives

We may designate any geographic area in which two or more FT Businesses are located as a region for purposes of establishing an advertising cooperative (the "Cooperative"). The members of the Cooperative for any area will consist of all FT Businesses whether operated by us, our affiliate, or by

franchisees. We anticipate each FT franchisee will have one vote for each FT Business operated by the member in the designated market. Each FT Business we own that exists within the cooperative's area will contribute to the cooperative on the same basis as the franchisees. We will determine in advance how each Cooperative will be organized and governed and when it must start operation. We have the right to dissolve, merge, or change the structure of the Cooperatives. Each Cooperative will be organized for the exclusive purpose of administering advertising programs and public relations activities, subject to our approval for use by the members of the Cooperative. If a Cooperative has been established for a geographic area where your FT Business is located when the Franchise Agreement is signed, or if any Cooperative is established during the term of the Franchise Agreement, you must sign all documents we request and become a member of the Cooperative according to the terms of the documents. Contribution amounts will be established by the cooperative members, subject to our approval, and you must contribute to the Cooperative amounts the documents governing the Cooperative require. You will not have to contribute more than 2% of your Gross Revenue to the Cooperative.

Local Advertising

In addition to the National Brand Fund contributions and contributions to local or regional advertising cooperatives described above, within 30 days of opening your FT Business, and for each of the first six months that you are open for business, you must spend $1,500 per month for website organic ranking ("Search Engine Optimization"), social media marketing and keyword website marketing ("Keywords"). Beginning in the thirteenth month of operation of your FT Business and for the remainder of the term of the Franchise Agreement, you must spend $1,200 per month for these organic maintenance services, provided, that if you do not meet the Performance Standard (as defined in item 12) applicable to your business in any given month, you will be required to spend $1,500 per month until you meet or exceed the Performance Standard applicable to your FT Business. These payments must be made directly to the service provider. If you fail to spend the required amount on Search Engine Optimization and Keywords, we reserve the right to require you to pay the difference to us.

The Search Engine Optimization and Keywords will be provided by an approved vendor or through web based tools or applications designed for internet advertising of keywords such as Google AdWords. We reserve the right to change these vendors and tools based on ongoing and overall performance of each vendor and the tools or applications each vendor offers.

You must spend at least $300 on a grand opening advertising for the FT Business within 60 days after the initial opening of your FT Business.

Advertising, promotional and marketing materials utilized by you must be completely clear, factual and not misleading, and must conform to our standards and specifications and must also conform to the highest standards of ethical advertising and marketing (Franchise Agreement, Section 12.D).

Advertising Approval

Before you use any advertising, promotional or marketing materials, you must send it to use or our designated agency for review and approval. All advertising, promotional and marketing materials that we have not prepared or previously approved must be approved by us, or our designated agency, in writing before you may use any such advertising, promotional or marketing materials (Franchise Agreement Section 12.D).

National Brand Fund Advisory Council

As of the Issuance Date of this Disclosure Document, we have a National Brand Fund advisory council (the "NBF Council"). We will consult with the NBF Council regarding marketing plans, advertising programs, public relations activities, customer surveys, and marketing research. The NBF Council will serve in an advisory capacity only and will make recommendations to us regarding the operation of the National Brand Fund. The Franchisor has the right to form, change or dissolve the NBF Council (Franchise Agreement, Section 12.B).

You must have a functioning email address so that we can send you notices and otherwise communicate with you and forward referrals to you by this method.

Franchisee Advisory Council

As of the Issuance Date of this Disclosure Document, we have a Franchisee Advisory Council (the "FAC Council"). Upon formation of the Council, you must participate in, if requested, one or more councils of franchisees to consult with and advise Franchisor regarding the marketing plans, advertising programs, public relations activities, customer surveys, and marketing research. The FAC Council will serve in an advisory capacity only and will make recommendations to us regarding the operation of the Franchisee Advisory Council. The Franchisor has the right to form, change or dissolve the FAC Council (Franchise Agreement, Section 12.B).

You must have a functioning email address so that we can send you notices and otherwise communicate with you and forward referrals to you by this method.

Regional and National Meetings

You must participate in regional and national meetings scheduled by us. You must pay to us the then-current conference registration fee for your participation in each regional and national meeting (currently estimated to be $499 - $999 per person). This will cover the registration fee only and does not include hotel, airfare or living expenses while at the meetings.

Computer Requirements

The computer hardware and software requirements for the operation of an FT Business require you to purchase two laptop or desktop computers, a sound system, phone system with three telephones, a credit card machine with our designated processor, and two color printer/scanner/copiers. You must also purchase one programmed tablet for use with our proprietary software system, tablet stand, and wireless keyboard and one year of the required monthly subscription to our proprietary software system used in conjunction with our testing services. Other software that is required for you to use is Microsoft Windows 11 or later operating software, QuickBooks Advanced Online, QuickBooks integrated credit card services, Zoom Info Sales with Engage CRM, and Microsoft Office 365. We refer to these software program, software subscriptions, hardware items, and related equipment items as the "Computer System". You must have a reliable high-speed Internet connection as well as a functioning email address so that we can send you notices and otherwise communicate with you by this method. You must also purchase one programmed tablet for use with our proprietary software system, tablet stand, and wireless keyboard and one year of the required monthly subscription to our proprietary software system used in conjunction with our testing services.

The cost of the recommended Computer System currently is between $6,000 to $7,500. You may obtain the Computer System from any vendor so long as the Computer System meets our requirements.

You are solely responsible for the acquisition, operation, maintenance and upgrading of the Computer System. The cost of maintaining, updating, or upgrading the Computer System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual cost will range between $5,800 and $6,600, but this could vary (as discussed above). Neither we, nor any affiliate or third party, is obligated to provide ongoing maintenance, repairs, upgrades or updates for the Computer System. We currently do not require that you purchase a maintenance, repair, upgrade or update service contract for the Computer System, but we reserve the right to do so in the future.

We reserve the right to change the software or computer system requirements at any time. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs. We have independent, unlimited access to the information generated by your Computer System and there are no contractual limitations on our right to access the information. We, or our affiliate, or certain third parties designated by us, may condition any license of proprietary software to you, or your use of technology that we, our affiliate, or certain third parties designated by us, develop or maintain, on your signing a software license agreement or similar document that we, our affiliate, or certain third parties designated by us, prescribed to regulate the use of and our and your respective rights and responsibilities concerning the software or technology. We, our affiliate, or certain third parties designated by us may charge you a monthly or other fee for any proprietary software or technology that we, our affiliate, or certain third parties designated by us, license to you and for other maintenance and other support services that we or our affiliate provide during the franchise term. As of the date of this Disclosure Document, we charge you a $200 monthly Technology Fee. You also must pay a QBO monthly subscription fee of $140, a $200 monthly web platform fee, and $109 per month lab management software fee for one tablet with $20 per month for each additional tablet.

We may license our own proprietary software to our franchise owners. By signing a Franchise Agreement, you will be acknowledging that as a user of any proprietary software that you are responsible for compliance with all local, state and federal laws and the accuracy of all information inputted into, contained in, generated by or accessible from our proprietary software. We do not give any warranties relating to any proprietary software, including warranties of merchantability or fitness for a particular purpose.

Franchise Brand Standards Manual

The Table of Contents of the Franchise Brand Standards Manual is disclosed at Exhibit G.

Training

Before you open your FT Business, you, and any designated manager, (or your managing owner if you are an entity) must complete to our satisfaction our initial training program. The initial training program is offered as necessary. As of the date of this Disclosure Document, we provide the following training:

TRAINING PROGRAM

Subject	Hours of Classroom Training[1]	Hours of On-The-Job Training[1]	Location
Fastest Labs Online University	15	0	Online
SmartScreen	1	1	Online

Subject	Hours of Classroom Training[1]	Hours of On-The-Job Training[1]	Location
Introduction and Welcome to Fastest Labs	.75	0	San Antonio, Texas
Industry and Services	.5	0	San Antonio, Texas
Pricing Review	1	0	San Antonio, Texas
Drug Testing Training Labs 1	2	1	San Antonio, Texas
Lunch	0	0	San Antonio, Texas
Drug Testing Training Labs 2	2	.5	San Antonio, Texas
Summary and Review	.5	0	San Antonio, Texas
Homework Assignment	.25	0	San Antonio, Texas
Hospitality Reception at Hotel	0	0	San Antonio, Texas
DOT Testing Lab 1	4	1	San Antonio, Texas
Lunch	0	0	San Antonio, Texas
DOT Testing Lab 2	2.5	1	San Antonio, Texas
Summary and Review	.5	0	San Antonio, Texas
Homework	.25	0	San Antonio, Texas
Hospitality and Dinner with Staff	0	0	San Antonio, Texas
Marketing Overview	.25	0	San Antonio, Texas
Sales and Marketing Lab 1	3	0	San Antonio, Texas
Lunch and Learn Training Lab	1.5	0	San Antonio, Texas
Sales and Marketing Lab 2	2.5	0	San Antonio, Texas
Summary and Review	.5	0	San Antonio, Texas
Homework	.5	0	San Antonio, Texas
Dinner with Business Performance	0	0	San Antonio, Texas
Business Operations Session 1	2	0	San Antonio, Texas
Computer and Software Lab	2	0	San Antonio, Texas
Lunch and Learn Advanced Drug Testing	1	0	San Antonio, Texas
Advanced Drug Testing Lab	3	.5	San Antonio, Texas
Graduation Dinner	0	0	San Antonio, Texas
Business Operations Session 2	2.5	0	San Antonio, Texas
Start-Up Strategies and Training Plan	1	0	San Antonio, Texas
Lunch & Learn: Organizational Planning	1.5	0	San Antonio, Texas
Closing Remarks and Certificates	1	0	San Antonio, Texas
Totals	**52.5**	**5**	

David Claflin will oversee the training. Mr. Claflin has been the President and CEO of Fas-Tes since its inception. He has over twelve years of experience in the drug testing and related services

industry. Tina Andrie will assist with training and is the Director of Franchise Support. John Smith will assist with training oversight. Mr. Smith has over six years of experience in training and drug testing. Joe Rivera will assist in training and is a franchise coach. Mr. Rivera has over two years of experience in the drug testing and related services industry. Robert Garcia will assist in training and is a franchise coach. Mr. Garcia has over three years of experience in the drug testing and related services industry. Brennan Claflin will assist in training. Mr. Claflin has over three years of experience with our System and the industry, and over seven years of experience as a training instructor.

The Franchise Brand Standards Manual will be used as the principal instructional material.

Supplement Training

We may provide to you and your employees supplemental training, as we determine in our discretion, or as requested by you. You and your employees must attend and successfully complete, to our satisfaction, all supplement training.

All supplemental training will be furnished at a time and place we designate and for a duration we determine at the time the supplemental training is required by us or requested by you.

You must pay us a supplemental training fee of $500 per day plus reimburse us or our training staff for our expenses, including transportation, hotel and meals for our employees providing such training. The supplemental training may be held at your FT Business. We will not require that you participate in supplemental training more than once annually unless you are in default of your obligations under the Franchise Agreement.

In addition to participating in supplemental training, you will be required to attend an annual meeting of all franchisees at a location we designate and pay a convention fee if we hold an annual meeting of franchisees. You are responsible for all travel and expenses for your attendees.

ITEM 12
TERRITORY

You are granted the right to operate an FT Business within a defined geographic area ("Territory"). Under a single franchise agreement, we will grant you either: (i) a Territory between 8,500 businesses and up to 12,000 businesses ("Standard Territory"); (ii) a Territory up to 8,499 businesses ("Mid-Size Territory"); or (iii) a Territory with more than 12,000 businesses and up to 14,000 businesses (Large Territory"). You may develop one additional Standard Territory for each additional Franchise Agreement you enter into under an Area Development Agreement. We utilize demographic data provided by Internet based data providers to determine the estimated number of businesses physically located within your Territory. Your Territory will be described in the Franchise Agreement as a municipality, portion of a municipality, county or metropolitan statistical area or other area. You must operate the FT Business only at the approved location and may not relocate the FT Business without first obtaining our written consent.

You will receive a Territory based on zip codes. If you are granted the right to a FT Business, you are required to market within your Territory. You will be required to restrict activities to your Territory. We will not license the right to another franchisee to open and operate a FT Business nor will we operate a FT Business within your Territory provided you agree to service national or regional accounts as defined and described below in this Item 12. Your ability to service a customer directly will be based on the billing zip code of the business. If a business physically located within your Territory has a billing zip code within the Territory of another franchisee, you will not be able to service the business

except by providing collection services and receiving a collection fee from the franchisee who operates in the business's billing zip code ("Collection Fee"). We reserve the right to increase these collection fees. If you request that another franchisee provides collection services to your client, you will pay the franchisee our then-current Collection Fee. Currently we require you to pay a collection fee of $20.13 per rapid screen (including the rapid device) and $15 per lab-based collection. Your exclusive right during the term of your franchise agreement to administratively service a client account or request that another franchisee provides collection services to the account's location within the other franchisee's territory on your behalf, will be determined by the billing zip code of a client. However, during the term of your franchise agreement, you will have the exclusive right to administratively service the client, regardless of where their businesses are located, so long as the billing zip code is within your Territory.

If you do not timely agree to and timely provide the services and products to a National or Regional Account with an outlet in your Territory or provide collection services to another franchisee's customer, we may do so or allow another franchisee to do so. We will permit you to service customers outside of your Territory with our written consent so long as the customers are not located in the Territory of another franchisee. If an area you have previously serviced becomes assigned to another franchisee, we will determine, in our reasonable discretion, whether you or the new franchisee will have the right to directly service the client. 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.

You are prohibited from soliciting or from providing services to customers outside your Territory (or customers with a billing zip code outside of your Territory if the billing zip code is within the territory of another franchisee) except as may be authorized by us in the Franchise Brand Standards Manual or as authorized by written communication by us. The policies and procedures for marketing and sales activities outside a Territory are established in the Franchise Brand Standards Manual or as communicated to franchisees in writing periodically by us. You do not have the right to use other channels of distribution, such as the Internet, telemarketing or other direct marketing to make sales outside of the Territory granted to you.

We (on behalf of ourselves and our affiliate) retain the following rights: (a) to operate, or to grant to others the right to operate, an FT Business at locations and on terms we deem appropriate outside of your Territory; (b) to sell the products and services authorized for your FT Business under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and pursuant to terms we deem appropriate outside the Territory; (c) to advertise and sell the products and services authorized as associated with an FT Business under the Licensed Marks through dissimilar channels of distribution including, without limitation, by electronic means such as the Internet and websites we establish and pursuant to terms we deem appropriate within and outside the Territory; (d) to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of one or more websites using the Licensed Marks; (e) to offer for sale products designed for drug testing through our current website or through other Franchisor-owned website(s) or through such dissimilar channels of distribution as we determine at our discretion within and outside your Territory; (f) to acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at FT Businesses, and franchise, license or grant the right to others to operate those businesses once acquired, regardless of whether these businesses are located or operating within your Territory; and (g) to be acquired (whether through acquisition of assets, ownership interest or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by FT Businesses or by another business, even if such business operates, franchises and/or licenses competitive businesses in your Territory.

We are not required to pay you any compensation if we solicit or accept orders or exercise any of the other rights specified above inside or outside your Territory.

On renewal of a franchise, the Territory granted to you may be modified and/or the Performance Standard (as described below) may be increased. Depending on the demographics of the Territory at the time of renewal, and on our standards for territories at the time of renewal, if the Territory originally granted to you is larger than the territory we are then granting to new franchisees, we may require you to accept a territory upon renewal which is smaller than the Territory for the initial term of your Franchise Agreement.

You do not have the right to use other channels of distribution to make sales of products or provide services outside your Territory.

We do not grant a right of first refusal to franchisees to purchase new or existing locations.

Although we and our affiliate have the right to do so (as described above), we and our affiliate have not operated or franchised, and have no plans to operate or franchise, other businesses selling or leasing similar products or services under different trademarks at this time.

As long as you meet the applicable "Performance Standard" (defined below) and you are otherwise in compliance with the provisions of your Franchise Agreement, you may keep the rights to your Territory. You must attain and maintain the following minimum monthly Gross Revenue amounts from the operation of your FT Business (collectively the "Performance Standard"): (1) a minimum of $7,500 in Gross Revenue each and every month following the first year of operation of your FT Business and through the full third year of operation of your FT Business (this minimum Performance Standard applies to months 13-36 of operation); (2) a minimum of $17,500 in Gross Revenue each and every month beginning with the first month of your fourth year of operation of your FT Business through the full fifth year of operation of your FT Business (this minimum Performance Standard applies to months 37-60 of operation); (3) a minimum of $30,000 in Gross Revenue each and every month beginning with the first month of your sixth year of operation of your FT Business through the full eighth year of operation of your FT Business (this minimum Performance Standard applies to months 61-84 of operation); and (4) a minimum of $45,000 in Gross Revenue each and every month beginning with the first month of your ninth year of operation of your FT Business through the remaining months of your initial ten year term (this minimum Performance Standard applies to months 85-120 of operation). The Performance Standard may be increased or modified by us in any renewal Franchise Agreement. You must also pay the Minimum Royalty amounts described in Item 6. If you do not meet the applicable Performance Standard or do not comply with the other provisions of your Franchise Agreement, we may reduce the size of your Territory or terminate your Franchise Agreement.

National/Regional Accounts

We may establish national and regional accounts with customers with multiple locations ("National and Regional Accounts"). We will negotiate the contract terms of National and Regional Accounts. A National or Regional Account contract may specify the services or products to be provided to the National or Regional Account customer and the pricing of the services and products provided. If a National or Regional Account contract has outlets within your Territory, then we will grant you the option to timely provide the contracted services and provide the contracted products to the outlets of the National or Regional Account located in your Territory. If you do not timely agree to and timely provide the services and products to the National or Regional Account, then either we or another franchisee will provide the services and products to the National or Regional Account with facilities located in your

Territory. If we or another franchisee provides services or products to a National or Regional Account customer in your Territory, you will not receive any compensation related to these services or products.

Area Development Agreement

Under the Area Development Agreement, you are assigned a Development Area in which you must develop a designated number of FT Businesses. The size of the Development Area will depend on the number of FT Businesses to be developed, the demographics of the territory, the population, and other factors. In certain densely-populated metropolitan areas, a Development Area may be small if it has a high population density, while Development Areas in less densely-populated urban areas may have significantly larger areas. The Development Area will be an exclusive territory for the development of FT Businesses during the term of the Area Development Agreement so long as you are in compliance with the Area Development Agreement. This exclusivity grants you the exclusive right to open FT Businesses in the Development Area; provided that you follow the terms of the Area Development Agreement.

The rights granted under the Area Development Agreement relate only to the development of the FT Businesses identified in the Area Development Agreement. The site selection and territory approval process for each FT Business under an Area Development Agreement is the same as that for a single FT Business. Each FT Business will be governed by the then-current Franchise Agreement signed for each location and we will follow the then-current standards for our approval of site and territory selections.

Except as provided in the Area Development Agreement, and subject to your full compliance with the Area Development Agreement and any other agreement among you or any of your affiliates and us or any of our affiliates, neither we nor our affiliates will establish or authorize any other person or entity, other than you, to establish a FT Business in your Development Area during the term of the Area Development Agreement. However, we, our affiliates, and any other authorized person or entity (including any other FT Business) may, at any time, conduct any other type of activities within your Development Area that we are permitted to conduct under the Franchise Agreement.

The size of the Development Area may be a single or multi-city area, single county area, or some other area, and will be described in Attachment B to your Area Development Agreement. We will determine the Development Area before you sign the Area Development Agreement based on various market and economic factors.

The Development Area will terminate upon the completion of the Development Schedule or the termination of the Area Development Agreement, whichever occurs first, and the only territorial protections that you will receive upon termination will be those under each individual franchise agreement. You will have no further right to acquire, construct, equip, own, open or operate additional Fastest Labs Franchises other than any Franchise pursuant to a then-existing franchise agreement between you (or an affiliate of you) and us. If you fail to adhere to the Development Schedule on two or more occasions, your failure to comply will constitute a material event of default under the Area Development Agreement, for which we may, among other things: (i) terminate the Area Development Agreement; (ii) terminate the exclusivity of your Development Schedule; (iii) permit you to extend the Development Schedule; or (iv) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

ITEM 13
TRADEMARKS

We grant you the right to operate your FT Business using the Licensed Marks. You may also use other current or future trademarks developed by us to operate your FT Business. By a trademark, we mean trade names, trademarks, service marks and logos used to identify your FT Business.

The Licensed Marks and the System are owned by our affiliate, EAI, and are licensed to us. EAI has granted us a license ("Trademark License") to use the Licensed Marks to franchise the System around the world. The initial term of the Trademark License is for 40 years and began on September 16, 2010, but the Trademark License automatically renews for additional consecutive five-year terms unless either party gives the other party six months' prior written notice of its intent to terminate the Trademark License. It will automatically renew provided we are not in default or do not materially breach the Trademark License by engaging in any activity that damages the Licensed Marks or the goodwill of the System. If the Trademark License is terminated, EAI has agreed to license the use of the Licensed Marks directly to our franchisees until such time as each franchise agreement expires or is otherwise terminated. EAI has registrations with the United States Patent and Trademark Office ("USPTO") for the following Licensed Marks:

Registered Mark	Registration Number	Registration Date	Register
Fas-Test	3,789,966	May 18, 2010	Registered on the Principal Register
FASTESTLABS	4,519,223	April 22, 2014	Registered on the Principal Register
FASTEST LABS	4,865,732	December 8, 2015	Registered on the Principal Register

All required affidavits and renewals have been filed for the registered marks.

Except for the Trademark License with our affiliate described above, there are no agreements currently in effect which significantly limit our rights to use or license the use of any Licensed Mark.

You must follow our standards and procedures when you use the Licensed Marks, including giving proper notices of trademark and service mark registration and obtain fictitious or assumed name registrations required by law. You may not use any Licensed Mark in any of the following ways: (1) in your corporate or legal business name; (2) with modifying words, terms, designs, or symbols (except for those we license to you); (3) in selling any unauthorized services or products; or (4) as part of any domain name, home page, electronic address or otherwise in connection with a website. In the event we establish new Licensed Marks, as we determine in our sole discretion, you must display these marks in connection with our specifications and must assume all costs associated with changes to Licensed Marks or for the introduction of new Licensed Marks. You may not use any other mark, name, commercial symbol or logo in connection with the operation of your FT Business.

There are presently no currently effective adverse material determinations by the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending infringement, opposition, or cancellation proceedings or any pending material litigation involving the principal Licensed Marks. We do not know of either superior rights or infringing uses that could materially affect your use of the Licensed Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Licensed Mark, or of any person's claim of any rights in any Licensed Mark, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding the infringement, challenge or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us in protecting and maintaining our interests in any litigation or USPTO or other proceeding.

We will reimburse you for all damages and expenses that you incur in any trademark infringement or unfair competition proceeding disputing your authorized use of any Licensed Mark under the Franchise Agreement if you have timely notified us of, and comply with our directions in responding to the proceeding. At our option, we may defend and control the defense of any proceeding arising from your use of any Licensed Mark.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Licensed Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. You are responsible for your direct expenses of changing the signage of your FT Business. We will not reimburse you for any expenses or loss of revenue due to any modified or discontinued Licensed Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

We have established a website for FT Businesses ("System Website"). We intend that any franchisee website will be accessed only through our System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the System Website. We may modify, update or add to the System Website at any time.

We are only required to reference your FT Business on the System Website while you are in full compliance with your Franchise Agreement and all System standards. We retain the sole right to advertise the System and to sell products or services on the Internet and to create, operate, maintain and modify, or discontinue the use of a website using the Licensed Marks. You shall not in any way without our prior written approval: (1) link or frame our website; (2) conduct any business or offer to sell or advertise any products or services on the worldwide web; and (3) create or register any Internet domain name in connection with your franchise. You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the franchise, us or any of our affiliates, without our prior written consent and as subject to our online policy. All domain names are our property and are provided by us as part of the franchise support. All website content managed by you in must adhere, comply and be approved by us.

You must not contest, directly or indirectly, our ownership of the Licensed Marks, trade secrets, methods and procedures that are a part of the FT System. You must not register, seek to register or contest our sole right to register, use and license others to use the Licensed Marks, names, information and symbols.

Any goodwill associated with the Licensed Marks, including any goodwill that might be deemed to have arisen through your activities, inures directly and exclusively to our benefit.

Your right to use the Licensed Marks is derived solely from the Franchise Agreement. All uses of the Licensed Marks and any goodwill established shall inure to our exclusive benefit. After the termination or expiration of the Franchise Agreement, you may not, except for other FT Businesses operated by you under Franchise Agreements granted by us, directly or indirectly, at any time or in any

manner identify yourself or any business as a franchisee or former franchisee of ours, or otherwise associated with us, or use in any manner or for any purpose, any mark or Licensed Mark or other indicia of an FT Business or any colorful imitation.

You must use the Licensed Marks as a sole identification of your FT Business and you must also identify yourself as an independent franchise owner in the manner we prescribe.

There may be infringing uses in various markets by a third party who may be utilizing the same or similar marks to one or more of our Licensed Marks in conjunction with a similar business which would not be under a federal registration, but by application of common law trademark rights. If the use in local markets was determined to be before our use, then you and we may be prohibited from utilizing the Licensed Marks, names, logos or symbols within the market of the prior use. In such case you must use the alternative marks we may establish to operate the FT Business.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not now own any rights to any patent that is material to the franchise. We claim copyright protection for the FT Business's proprietary lab management software and the Franchise Brand Standards Manual, which includes our library of resources and written materials including clinic forms, customer agreements, operations manual, incoming call guide, outgoing call guide, marketing presentations, marketing signs, customizable brochures, pre-recorded phone messages, testing area signage and certain other written materials developed by us to assist you in the operation of your FT Business. You are prohibited from copying or otherwise reproducing or making it available to any unauthorized person. Any software provided must be returned to us or otherwise removed from your devices if the Franchise Agreement is terminated or expires. We have not registered these copyrights with the United States Register of Copyrights but need not do so at this time to protect them.

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use, or allow others to use, the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

You must not directly or indirectly contest our right to our claimed copyrights that are a part of the FT Business. You must notify us immediately if you learn about an infringement, challenge to or unfair competition by others involving our claimed copyrights. We will take the action we think is appropriate. We have no obligation to defend you or to prosecute any legal action against others with respect to any infringement, unfair competition or other claim related to any claimed copyrights.

We need not protect or defend copyrights, although we intend to do so if it is in the best interest of the FT System. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

FT possesses certain proprietary or confidential information relating to the operation of FT Businesses, including training manuals, procedures, processes, methods, marketing techniques, customer service, networking and other information that is valuable and considered by FT as confidential information ("Confidential Information") some of which may constitute a Trade Secret as such term is defined in the Franchise Agreement. We disclose to you Confidential Information through its training program, the confidential Franchise Brand Standards Manual, guidance to you during the term of the

Franchise Agreement and otherwise, solely for your use in the development and operation of your FT Business during the term of the franchise.

You will not acquire any interest in the Confidential Information other than the right to utilize it in your FT Business, and must not use the Confidential Information in any other business or capacity. You must maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement, and must not make any unauthorized copies of any portions of the Confidential Information. You must adopt and implement all reasonable procedures prescribed by us to prevent unauthorized use, duplication, or disclosure of the Confidential Information, and to require any of your employees who have access to such Confidential Information to sign nondisclosure and non-competition agreements, to the extent permitted by law.

All ideas, concepts, techniques and materials concerning an FT Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property and part of our system, and a "work made for hire" for us. To the extent any item does not qualify as a "work made for hire" for us, you must assign ownership of that item and all related rights to that item to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your FT Business may be managed by you, or if you are an entity, by one of your owners who is a natural person ("Managing Owner"). We may permit you to manage the FT Business on a part-time basis and appoint a designated manager ("Designated Manager") to run the full-time day-to-day operations of the FT Business. You or your Managing Owner and your Designated Manager must successfully complete our Initial Training Program. A Designated Manager is not required to have an ownership interest in the FT Business. If you appoint a Designated Manager, you or your Managing Owner must still attend all training programs that are conducted throughout the term of the Franchise Agreement. However, if your Designated Manager ends his/her employment relationship with you, whether voluntary or not, you must participate in the management of the business on a full-time equivalent basis until a replacement Designated Manager is hired and trained to our satisfaction.

If a Designated Manager's employment with you is terminated and your Managing Owner will not manage your FT Business, you must appoint a new Designated Manager who must successfully complete our Initial Training Program 60 days after the termination of the former Designated Manager, unless we do not hold an Initial Training Program during that 60-day period, in which case the replacement Designated Manager must attend and successfully complete the first available Initial Training Program held by us. You may be charged a training fee for a replacement Designated Manager or Managing Owner, and the costs for airfare, ground transportation, lodging, meals, personal expenses, and salary and benefits must be paid by you. Factors used by us in determining whether you will be charged a training fee include the location of training, the length and type of training necessary, the costs borne by us in conducting the training, the replacement Designated Manager or Managing Owner's previous experience and skill, and our availability.

The person who is responsible for the day-to-day supervision of the FT Business (i.e., the Managing Owner or Designated Manager) must assume responsibilities on a full-time basis and may not engage in any other business or activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with the day-to-day supervision of the

operation of the FT Business. If you do appoint a Designated Manager, your Managing Owner must still devote approximately 30-hours a week to the operation of the FT Business. If you are a corporation, or a partnership or a limited liability company, you may not engage in any other business or activities other than owning and operating an FT Business under a Franchise Agreement granted by us.

If, at any time, your Managing Owner or Designated Manager do not manage the FT Business on a full-time basis or an approved manager who has satisfactorily completed our initial training program does not manage the FT Business, we are then authorized, but not required, to immediately appoint a manager to maintain the operation of the FT Business on your behalf. Our appointment of a manager for the FT Business does not relieve you of your obligations under the Franchise Agreement nor does it constitute a waiver of our right to terminate the Franchise Agreement. We are not liable for any debts, losses, costs or expenses you incur in the operation of the FT Business or to any of your creditors for any products, materials, supplies or services purchased by the FT Business or by the Franchisee while it is managed by us. In addition, we have the right to charge you a reasonable fee for any management services we provide, and we may cease to provide management services at any time in our sole discretion.

Your FT Business must be open for business as specified in the Franchise Brand Standards Manual (which currently required that you are open Monday through Friday, between the hours of 9 am to 5 pm) ("Mandatory Hours of Operations"). During the Mandatory Hours of Operation, you and your employees are required to wear business casual attire and Licensed Mark logo shirts. Any changes in the Mandatory Hours of Operation must be approved in writing by us.

Any approved Designated Manager and, if you are an entity, an officer that does not own equity in the franchisee entity, must sign the "System Protection Agreement," which is attached to this Franchise Disclosure Document in Exhibit H. All of your employees, independent contractors, agents or representatives that may have access to our confidential information must sign a confidentiality agreement (unless they already signed a System Protection Agreement), which is attached to this Franchise Disclosure Document in Exhibit H. If you are an entity, each direct and indirect owner (i.e., each person holding a direct or indirect ownership interest in you) must sign an owners agreement, which is attached to the Franchise Agreement as Attachment C. We also require that the spouses of the Franchise owners sign the owners agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and provide only the approved services and products that are specifically approved by us as being suitable for operation by an FT Business. Currently, the approved services include drug testing services, DNA/paternity testing, alcohol testing, random drug and alcohol testing, custom drug and alcohol administrative services, physical testing, background checks and related services, as defined by us throughout the term of the Franchise Agreement. We may add additional services that may be required to provide to the customers of the FT Business, upon written notice from us to you. There are no limitations on our rights to make changes to the required services and products offered by you. You may not offer or provide any services or sell any products that we have not authorized and approved in writing. Our standards and specifications for the operation of the FT Business may require you to comply with procedures and to regulate authorized services to be provided from the FT Business.

You must at all times maintain a reasonable inventory of equipment, materials, products, forms, and other items we specify including supplies and testing equipment. You must maintain and train appropriate employees in sufficient quantity to realize the full potential of your FT Business. Our standards and specifications and recommendations to you may regulate or make recommendations related

to the services, inventory control and other suggestions and recommendations in the operation of the FT Business.

We have the right to require you to make improvements and other changes to the premises of the FT Business, and to the equipment, interior and exterior décor, furnishings, testing equipment, other equipment and supplies and the products and materials used by you in the operation of the FT Business in compliance with our then-current standards and specifications. Within a reasonable time from our written request, you must make specific improvements or modifications to the premises of your FT Business or in the operation of your FT Business.

We may suggest and recommend retail pricing for the services and products offered by you in your FT Business. We also reserve the right, to the fullest extent permissible by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you charge for products and services, and you shall comply with all of our pricing requirements, whether set forth in the Franchise Brand Standards Manual or otherwise. We do impose restrictions or conditions that limit your access to customers which generally restrict your ability to market or provide services to customers located outside your Territory. You are not permitted to sell services or products at wholesale from the FT Business or from any other location.

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.

FRANCHISE AGREEMENT:

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Section 1	10 years.
b.	Renewal or extension	Section 16	The right to renew the franchise is subject to conditions and to the discretionary approval of Fas-Tes. If you are in good standing, you may be granted the right to renew the franchise for a term equal to the then customary initial term granted under our then-current Franchise Agreement.
c.	Requirement for franchisee to renew or extend	Section 16	The term "renewal" refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. The grant of a right to renew the franchise is discretionary, as determined by Franchisor, in its sole discretion and will not be unreasonably withheld. You must give us timely notice and must comply with conditions of renewal and sign our then-current franchise agreement, a release (if law allows) and other documents we use to grant franchises. You must

	Provision	Section in Franchise Agreement	Summary
			be in compliance with all covenants and requirements of the Franchise Agreement and with our standards. We may require you to cure deficiencies in the operation of your FT Business as a condition of renewal or we may determine a deficiency is not curable and you would not be granted a right of renewal. If we grant you the right to renew the franchise at the expiration of the initial term or at the expiration of any renewal term, you will be asked to sign a new franchise agreement, which is the then-current franchise agreement used by us, that may contain terms and conditions materially different from those in your previous Franchise Agreement, such as, but without limitation, (1) differences in the territory rights granted to you which may be a reduction of your Territory, (2) increases in the Performance Standard, (3) increases in the renewal fee, (4) increases in other fees and (5) implementing new fees. You must pay us all amounts currently due, comply with all then-current training and qualification requirements, and remodel or upgrade the premises of the FT Business.
d.	Termination by franchisee	None	You may terminate the Franchise Agreement under any grounds permitted by state law.
e.	Termination by franchisor without cause	None	None
f.	Termination by franchisor with cause	Section 17	We may terminate the Franchise Agreement only if you are in default in performance under the terms of Franchise Agreement.
g.	"Cause" defined – curable defaults	Section 17	Fails to obtain lawful possession of an approved location for the FT Business as provided in the Franchise Agreement, or fails to develop the FT Business or open the FT Business as provided in the Franchise Agreement, or fails to successfully complete, to our satisfaction, the training program as provided in the Franchise Agreement; fails to attend any supplemental or refresher training programs required by the Franchise Agreement; makes any unauthorized use or disclosure of the Confidential Information or the Franchise Brand Standards Manual; fails to timely pay royalty fees, or advertising contributions, or amounts due for purchases from us or our affiliate or other payments due to us or our affiliate (including payments under the Deposit Agreement); fails to comply with the monthly Gross Revenue Performance Standard;

	Provision	Section in Franchise Agreement	Summary
			fails to timely pay amounts due to trade accounts in the operation of this business; violates any of the covenants contained in the Franchise Agreement; fails to conduct drug tests and criminal background investigations on all employees prior to employment; fails to comply with mandatory standards regarding all testing programs and services; or fails to comply with any other provision of the Franchise Agreement or any mandatory specification, standard or operating procedures prescribed by us, including any procedure or requirement set forth in the Franchise Brand Standards Manual.
h.	"Cause" defined – noncurable defaults	Section 17	Noncurable defaults include: if you become insolvent, make a general assignment for the benefit of creditors, file a petition or have a petition initiated against you under federal bankruptcy laws, have a receiver appointed, have proceedings for composition with creditors instituted, a final judgment remains unsatisfied or of record for 30 days, are dissolved or execution is levied against your business or property, a suit to foreclose a lien or mortgage is initiated and not dismissed within 30 days, the real or personal property of the FT Business is sold after levy by a law enforcement officer, or you violate a material provision in another agreement with us or our affiliate that is noncurable or is curable and you fail to cure it during the cure period; if you fail three or more times during the term of the Franchise Agreement to comply with a material provision of the Franchise Agreement; if you fail to open your FT Business within the period specified; if you or one of your principals or managers has ever been or is convicted of, or has ever entered or enters a plea of nolo contendere to, a felony, a crime involving moral turpitude, or any other crime or offense we believe is reasonably likely to have an adverse effect on the System, the Licensed Marks, the goodwill, or our interests; if any threat or danger to public health or safety is not immediately cured or removed; if you market or solicit services outside your Territory or provide services outside your Territory without permission; if you abandon or fail to actively operate your FT Business; if you provide services to a client within another franchisee's Territory without permission; if you make a material misrepresentation or omission in the application for the franchise; if you make

	Provision	Section in Franchise Agreement	Summary
			an unauthorized assignment or transfer of the Franchise Agreement, your FT Business or an ownership interest in the Franchisee; if you make any unauthorized use of Licensed Marks.
i.	Franchisee's obligations on termination/ nonrenewable	Section 18	Termination of the Franchise Agreement will require removal of identification, payments of amounts due, payment of other damages and return of Franchise Brand Standards Manual and Confidential Information, and comply with the non-solicitation and non-competition covenants
j.	Assignment of contract by franchisor	Section 15	No restrictions on our right to assign.
k.	"Transfer" by franchisee – definition	Section 15	Includes transfer of contract or assets or ownership change.
l.	Franchisor approval of transfer by franchisee	Section 15	We have the right to approve all transfers but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Section 15	New franchisee qualifies, pays all amounts due, must not be in default of the Franchise Agreement or any other agreement with us, transfer fee and costs, including broker fees, paid, purchase agreement approved, transferee training successfully completed, release signed by you and current franchise agreement signed by new franchisee, upgrade franchise to current standards, material terms of transfer approved, execute non-competition and non-solicitation agreements, subordinate rights. No transfer fee for transfer to immediate family member.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 19	We can match any offer for your FT Business.
o.	Franchisor's option to purchase your business	Section 19	We have the option, upon termination or expiration of the Franchise Agreement and upon written notice to you, to purchase certain assets of your business.
p.	Death or disability of franchisee	Section 15	Franchise must be assigned by estate to an approved buyer in 12 months.
q.	Non-competition covenants during the term of the franchise	Section 6	No involvement in competing business anywhere in U.S., subject to applicable state law.
r.	Non-competition covenants after the franchise is terminated or expires	Section 18	No competing business for two years within 25 miles of your location or within 25 miles of another FT Business. Owners may not solicit any customer of the Franchise for two years, subject to applicable state law.

	Provision	Section in Franchise Agreement	Summary
s.	Modification of the agreement	Section 20	No modifications generally, except in writing. Franchise Brand Standards Manual may be modified by us.
t.	Integration/merger clause	Section 24	Only the terms of the Franchise Agreement, the Franchise Brand Standards Manual, and related agreements executed at the same time as the Franchise Agreement, are binding (subject to state law). Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations franchisor made in the Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	None	None
v.	Choice of forum	Section 20	Federal and state courts in the principal city closest to our principal place of business (currently San Antonio, Texas), subject to applicable state law.
w.	Choice of law	Section 20	Texas law, except for The Texas Business Opportunity Investment Act applies, subject to applicable state law (See Exhibit F).

THE AREA DEVELOPER RELATIONSHIP

Provision	Section in Area Development Agreement	Summary
a. Length of the term	Section 2	Term continues until the earlier of: (a) after the expiration of the final development period listed in the Development Schedule of your Area Development Agreement, which varies depending on the number of FT Businesses you wish to open; or (b) you have completed your development obligations in accordance with the Development Schedule.
b. Renewal or extension of the term	Sections 5.5 and 8.1	If we are not legally able to deliver a Franchise Disclosure Document to you by reason of any lapse or expiration of our franchise registration, or because we are in the process of amending any such registration, or for any reason beyond our reasonable control, we delay acceptance of the site for your proposed Fastest Labs Franchise, or delivery of a franchise agreement, until such time as we are is legally able to deliver a Franchise Disclosure Document. Your Development Schedule would be equally extended by such delay. If you are in default, we have the right, but

Provision	Section in Area Development Agreement	Summary
		not the obligation, to extend your Development Schedule.
c. Requirements for Area Developer to renew or extend	Sections 5.5 and 8.1	We may extend your obligations under the development schedule if the extension is required due to our inability to deliver a franchise disclosure document to you, approve your location, or deliver a franchise agreement to you, or if we in our sole discretion permit you to extend your Development Schedule if you are in default under the Ares Development Agreement.
d. Termination by Area Developer	Not Applicable	You may terminate the Area Development Agreement under any grounds permitted by state law.
e. Termination by franchisor without cause	Not Applicable	Not Applicable.
f. Termination by franchisor with "cause"	Section 8	We can terminate if you or any of your affiliates materially default under the Area Development Agreement, any individual Franchise Agreement, or any other agreement with us, or if you commit any one of several listed violations.
g. "Cause" defined - curable defaults	Section 8	Each of your obligations under the Area Development Agreement is a material and essential obligation, the breach of which may result in termination. We can terminate if you or any of your affiliates fail to comply with the Development Schedule on two or more occasions. Despite this, certain state laws may take precedence as disclosed in the state specific addenda attached to this Disclosure Document.
h. "Cause" defined – defaults which cannot be cured	Section 8	Each of your obligations under the Area Development Agreement is a material and essential obligation, the breach of which may result in termination. We can terminate your or other terminate your exclusivity or reduce the size of your territory if you (or your affiliate(s)): (a) fail to comply with the development schedule on two or more occasions; (b) fail to perform any of your obligations under the Area Development Agreement or any individual franchise agreement; or (c) fail to comply with the transfer provisions contained in this Area Development Agreement.
i. Area Developer's obligations on termination/non-renewal	Section 8	You must cease developing FT Businesses under the Area Development Agreement and comply with all franchise agreements.
j. Assignment of contract by franchisor	Section 9.1	No restriction on our right to assign.
k. "Transfer" by Area Developer – defined	Sections 8.3 and 9.2	You may not transfer the Area Development Agreement except upon the death or disability of an owner.

Provision	Section in Area Development Agreement	Summary
l. Franchisor approval of transfer by Area Developer	Not applicable	Not applicable.
m. Conditions for franchisor approval of transfer	Not applicable	Not applicable.
n. Franchisor's right of first refusal to acquire Area Developer's business	Not applicable	Not applicable.
o. Franchisor's option to purchase Area Developer's business	Not applicable	Not applicable.
p. Death or disability of Area Developer	Section 8.3	The Area Development Agreement may be transferred or assigned to a qualified party after death or disability.
q. Non-competition covenants during the term of the Area Development Agreement	Not applicable	Not applicable.
r. Non-competition covenants after the Area Development Agreement is terminated or expires	Not applicable	Not applicable.
s. Modification of the Area Development Agreement	Section 11	No modifications of the Area Development Agreement unless agreed to in writing.
t. Integration/merger clause	Section 11	Only the terms of the Area Development Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises made outside the Franchise Disclosure Document and Area Development Agreement may not be enforceable.
u. Dispute resolution by arbitration	Section 17	The terms of the first Franchise Agreement will apply to any disputes arising out of the Area Development Agreement.
v. Choice of forum	Sections 17	The terms of the first Franchise Agreement will apply to any disputes arising out of the Area Development Agreement.
w. Choice of law	Section 15	Subject to applicable state law and federal trademark law, the Area Development Agreement is governed by Texas law, without reference to its conflicts of law principles, 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 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.

As of December 31, 2023, we had 181 franchised Fastest Labs franchises ("Franchised Locations") and one affiliate-owned Fastest Labs location ("Affiliate Location"). The information below in tables 1 through 4 is a historical financial performance representation for the one Affiliate Location and 88 Franchised Locations ("Reporting Group") that were in operation for at least 12 months as of December 31, 2023 (the "Reporting Criteria"). The Franchised Locations in the Reporting Group operate in Large, Standard, and Mid-Size territories. 93 of the Franchised Locations were not open for the entire 2023 calendar year and are not included in the Reporting Group or this Item 19, except in the "Systemwide Reporting Group" described below.

In addition to the historical performance of the Reporting Group, we also include systemwide data for all FT Businesses operating as of year-end (each, a "Systemwide Reporting Group") in calendar years 2020 to 2023 as described further in the notes to Table 3a and 3b. We refer to each calendar year as a "Reporting Period."

The financial performance information for the Affiliate Location was taken from its unaudited profit and loss statement for 2023. The financial performance information for the Franchised Locations was taken from reports submitted to us. The financial performance information for the Affiliate Location was prepared on an accrual basis of accounting. Franchised Locations revenue information is reported on an accrual basis of accounting. We have presented the financial performance information of the Franchised Locations separate from that of the Affiliate Location. All figures have been rounded to the nearest dollar.

Franchised FT Businesses will share many of the same characteristics as our Affiliate Location, including degree of competition and services offered, except that the Affiliate Location does not pay the Royalty Fee or Technology Fee. In February 2024 we implemented the Technology Fee as defined in Item 6 - Other Fees. In March 2024 we implemented the National Brand Fund fee as defined in Item 6 - Other Fees. The National Brand Fund program is explained and defined in Item 11 - Franchisor's Assistance, Advertising, Computer Systems, and Training. The Affiliate Location does pay the Technology Fee. The Affiliate Location does not pay the National Brand Fund and is not subject to the monthly Keywords and Search Engine Optimization expenditure.

Table 1

The information provided in Tables 1 below consists of the actual performance of the Affiliate Location. Because the Affiliate Location is under our control, we are able to obtain detailed information that we are unable to obtain from all franchisees. The numbers have been rounded to the nearest dollar for sake of presentation. In Table 1, we include information about the Gross Revenue, Gross Profit, and Adjusted Earnings reported by the Affiliate Location during the 2023 Reporting Period.

Table 1
Gross Revenue, Gross Profit, and Net Profit for the Affiliate Location
During the 2023 Reporting Period

Category	Total	% of Gross Revenue
Gross Revenue	**$575,975**	**100%**
Cost of Goods Sold and Contract Labor	($165,302)	28.70%
Gross Profit	**$410,672**	**71.30%**
Expenses		
Core Operating Expenses		
Advertising and Business Promotion	($18,000)	3.13%
Bank Charges and Fees	($8,845)	1.53%
Insurance: Building, Worker's Compensation and General Liability Insurance	($3,790)	0.71%
Office Supplies and Expenses	($13,301)	2.31%
Professional Services	($1,400)	0.24%
Rent	($29,100)	5.05%
Payroll (2 full-time collectors)	($67,472)	11.71%
Payroll Taxes	($5,833)	1.01%
Total Core Operating Expenses	**($147,741)**	**25.65%**
Adjusted Earnings	**$262,931**	**45.65%**

Notes to Table 2:

1. "Gross Revenue" means the aggregate amount of all sales of services and products, and the aggregate of all charges for services performed by FT Business net of discounts and bad debts.

2. "Cost of Goods Sold and Contract Labor" equal the costs of purchases and contract labor paid by the Affiliate Location.

3. "Gross Profit" equals Gross Revenue less Cost of Goods Sold and Contract Labor.

4. "Core Operating Expenses" includes those operating expenses actually incurred by our Affiliate Location that we anticipate our franchisees will also incur. This includes the following operating expenses: payroll for non-owners and managers; advertising; business promotion; bank charges and fees; entertainment; insurance; office supplies; professional services; rent; security; payroll taxes; and utilities. This category does not include the following operating expenses and non-operating expenses actually incurred by the Affiliate Location (the "Excluded Operating Expenses"): (i) owner's salary (as well as the associated taxes) made by the owner of the company, which totaled $78,033; (ii) administrative costs paid to our payroll provider, which totaled $6,590 (we expect FT Businesses to conduct their own payroll); (iii) 401k costs we paid to employees, which totaled $7,301; (iv) costs the Affiliate Location incurred in providing health insurance to its employees, which totaled $18,626; (v) manager's salary totaling $51,226 (vi) entertainment, which totaled $141; (vii) meals, which totaled $349; (viii) taxes (except for payroll tax); and (ix) payroll (as well as associated taxes) for additional employees in excess of typical headcount, which totaled $72,801. We do not expect FT Business owners to provide health insurance or 401k contributions to their employees. The manager's salary is excluded as the salary is above market, and we do not anticipate all franchisees will employ both a manager and

an owner in a full-time role. Expenses relating to employee bonuses and related payroll taxes ($127,068) have been excluded as these expenses are discretionary.

5. Franchise-Related Adjustments: When reviewing the financial results of the Affiliate, certain fees should be imputed as they would be paid by Franchised Locations, but not the Affiliate. An imputed Royalty Fee of 7% of Gross Revenue ($40,318) and the National Brand Fund fee effective in 2024 of 2% of Gross Revenue ($11,520) should be considered as they would be charged to a Franchised Location, but are not charged to our Affiliate Location. We did not impute the monthly marketing expenditures for Keywords and Search Engine Optimization because the Affiliate Location spent more than the required amount on these advertising expenditures, which is reflected in the operating expenses within Table 1.

6. The financial performance representations in Table 1 do not reflect all operating expenses, cost of services provided, and other costs or expenses that must be deducted from the Total Sales figures, including the Excluded Operating Expenses and non-operating expenses, to obtain net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your FT Business. Franchisees or former franchisees, listed in the Franchise Disclosure Document, may be one source of this information.

7. "Adjusted Earnings" equals Gross Profit less the Adjusted Expenses (i.e., the Core Operating Expenses and Franchise-Related Adjustments). Adjusted Earnings does not include the deduction of Excluded Operating Expenses or the following non-operating expenses: taxes (except for payroll taxes), interest, depreciation, amortization. Adjusted Earnings is not equal to Net Income.

Assumptions:

Added Expenses. In making the Franchise Related Adjustments, we assumed that any additional expenses would not have a direct or indirect material effect on revenue or other expenses.

Table 2

In Table 2 below, we provide an overview of the Gross Revenue reported by the Franchised Locations in the Reporting Group. We include both a summary of the average, median, high and low Gross Revenue from all Franchised Locations in the Reporting Group and a summary of this data for the top, middle, and bottom third of Franchised Locations in the Reporting Group, as determined by the level of Gross Revenue the achieved.

Table 2
Gross Revenue for the Franchised Locations in the Reporting Group
During the 2023 Reporting Period

	Average Gross Revenue	Highest Gross Revenue	Lowest Gross Revenue	Median Gross Revenue	Number/% that met/exceed average
All Franchised Locations in the Reporting Group	$177,550	$502,437	$11,890	$150,966	37 of 88 (42%)
Top 1/3rd (57.6%) Gross Revenue	$310,318	$502,437	$224,924	$275,307	12 of 29 (41%)
Middle 1/3rd (29.5%) Gross Revenue	$158,943	$222,468	$99,929	$156,173	13 of 29 (45%)

	Average Gross Revenue	Highest Gross Revenue	Lowest Gross Revenue	Median Gross Revenue	Number/% that met/exceed average
Bottom 1/3rd (12.9%) Gross Revenue	$67,195	$99,629	$11,890	$70,227	18 of 30 (60%)
Large (47.7%) Gross Revenue	$176,467	$502,437	$11,890	$136,968	16 of 42 (38%)
Standard (40.9%) Gross Revenue	$158,557	$389,841	$38,842	$142,908	17 of 36 (47%)
Mid-Size (11.4%) Gross Revenue	$250,476	$389,556	$25,991	$260,601	5 of 10 (50%)

Notes to Table 2:

1. "Gross Revenue" means the aggregate amount of all sales of services and products, and the aggregate of all charges for services performed by FT Businesses in the Reporting Group net of discounts and bad debts.

2. Territory sizes are defined based on the number of businesses within the defined territory boundaries as follows:

   - "Large": More than 12,000 businesses and up to 14,000 businesses;
   - "Standard": Between 8,500 businesses and up to 12,000 businesses; and
   - "Mid-Size": Up to 8,499 businesses.

3. Financial performance of any particular FT Business might be affected by a number of factors that may vary due to the individual characteristics of the FT Business. These factors include: competition from other drug-testing businesses; appreciation and acceptance of the products offered by your FT Business in the community in which your FT Business is located; territory size and company mix; your sales experience and business acumen; the quality and effectiveness or your managerial skills; and your decisions with respect to location, additional advertising programs, personnel and cost controls; geographic and socioeconomic conditions in your locality; business cycles; and the performance of the local, national and world economy.

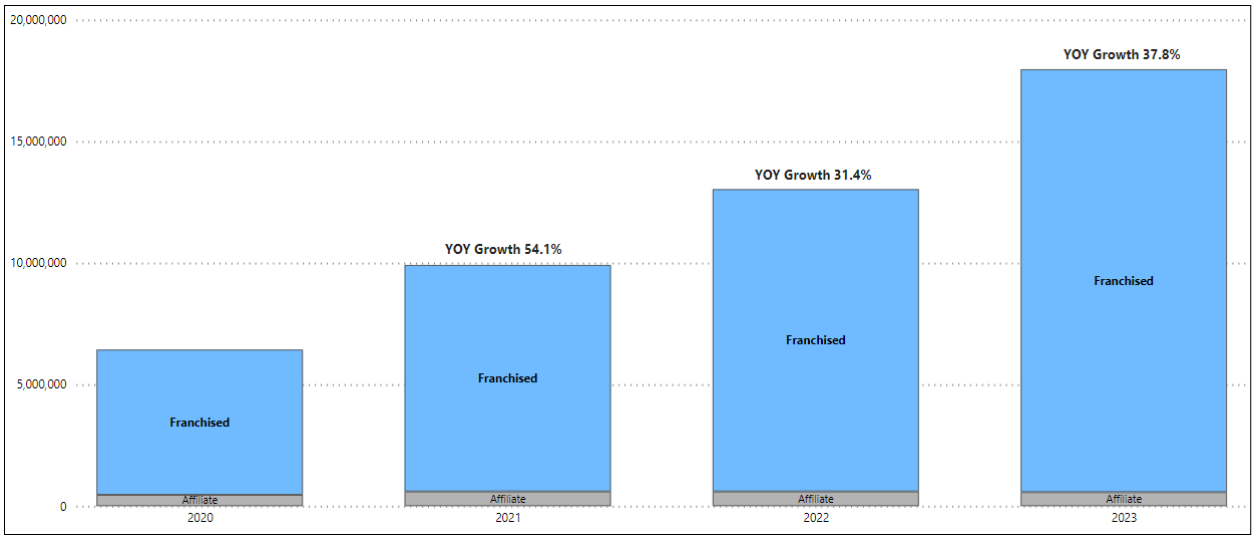
4. Table 2 does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.

Table 3a
Systemwide Gross Revenue for the Systemwide Reporting Groups[(1)] in Calendar Years 2020 - 2023

Year	Affiliate Location Gross Revenue	Franchised Locations Gross Revenue	Systemwide Gross Revenues	YOY Growth (Systemwide)	Systemwide Reporting Group Size
2020	$466,234	$5,974,537	$6,440,771	23.4%	55
2021	$603,807	$9,318,702	$9,922,509	54.1%	62
2022	$603,802	$12,434,811	$13,038,613	31.4%	92

Year	Affiliate Location Gross Revenue	Franchised Locations Gross Revenue	Systemwide Gross Revenues	YOY Growth (Systemwide)	Systemwide Reporting Group Size
2023	$575,766	$17,396,916	$17,972,682	37.8%	182

Table 3b



Notes to Tables 3a and 3b:

1. We define "Systemwide Gross Revenue" as the sum of all Gross Revenue reported by the respective Systemwide Reporting Group (including the Excluded Outlets and those outlets that were open for less than 12 months in each respective calendar year so long as the Franchised Locations were open as of the end of the fiscal year). We provide Systemwide Gross Revenue for calendar years 2020 through 2023 in Tables 3a and 3b.

2. As used in table 3a, "Franchised Locations Gross Revenue" refers to the total of all Gross Revenue produced by Franchised Location during the calendar year, which were active and operational as of the end of the calendar year.

3. "YOY Growth" as used in Table 3a and 3b refers to the year-over-year percent change when comparing the Systemwide Gross Revenue of a Reporting Period as compared with the Systemwide Gross Revenue reported in the previous Reporting Period. YOY Growth is based on the total Systemwide Gross Revenue reported in each Reporting Period and does not reflect the individual year-over-year percent change in Gross Revenue for Franchised Locations or the Affiliate Location in each Systemwide Reporting Group. The year-over-year percent change in Gross Revenue for the Affiliate Location was 29.5% in the 2021 Reporting Period, 0.0% in the 2022 Reporting Period, and -4.6% in the 2023 Reporting Period. The year-over-year percent change in Franchised Locations Gross Revenue was 57.8% in the 2021 Reporting Period, 37.0% in the 2022 Reporting Period, and 42.3% in the 2023 Reporting Period.

4. 2020 Systemwide Reporting Group. The 2020 Systemwide Reporting Group includes 54 Franchised Outlets and one Affiliate Outlet that were open as of December 31, 2020.

5. 2021 Systemwide Reporting Group. The 2021 Systemwide Reporting Group includes 61 Franchised Outlets and one Affiliate Outlet that were open as of December 31, 2021.

6. 2022 Systemwide Reporting Group. The 2022 Systemwide Reporting Group includes 91 Franchised Outlets and one Affiliate Outlet that were open as of December 31, 2022.

7. 2023 Systemwide Reporting Group. The 2023 Systemwide Reporting Group includes 181 Franchised Outlets and one Affiliate Outlet that were open as of December 31, 2023.

You should conduct an independent investigation of the costs and expenses you will incur in operating your FT Business. Franchisees or former franchisees listed in this Franchise Disclosure Document may be one source of this information.

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

Written substantiation of the data used in preparing the figures in the tables will be made available to you upon reasonable request.

Other than the preceding financial performance representation, Fas-Tes Franchise Systems, 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 Dave Claflin, Fas-Tes Franchise Systems, LLC, 5718 University Heights, Suite 105, San Antonio, Texas 78249 (210) 641-2058 the Federal Trade Commission and any appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Years 2021-2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	54	61	+7
	2022	61	91	+30
	2023	91	181	90
Company-Owned	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
Total Outlets	2021	55	62	+7
	2022	62	92	+30
	2023	92	182	90

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021-2023

State	Year	Number of Transfers
Arizona	2021	0
	2022	1
	2023	3
Colorado	2021	0
	2022	1
	2023	3
Florida	2021	1
	2022	2
	2023	3
Georgia	2021	0
	2022	0
	2023	1
North Carolina	2021	0
	2022	3
	2023	1
South Carolina	2021	0
	2022	0
	2023	1
Tennessee	2021	0
	2022	0
	2023	1
Texas	2021	2
	2022	2
	2023	3
Virginia	2021	0
	2022	0
	2023	1
Totals	2021	3
	2022	9
	2023	17

Table No. 3
Status of Franchised Outlets
For Years 2021-2023

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Alabama	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Arizona	2021	3	0	0	0	0	0	3
	2022	3	3	0	0	0	0	6
	2023	6	0	0	0	0	0	6
Arkansas	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
California	2021	1	0	0	0	0	0	1
	2022	1	2	0	0	0	0	3
	2023	3	16	0	0	0	1	18
Colorado	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	4	0	0	0	0	6
Connecticut	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Florida	2021	3	0	0	0	0	0	3
	2022	3	3	0	0	0	0	6
	2023	6	11	0	0	0	0	17
Georgia	2021	4	0	0	0	0	0	4
	2022	4	2	0	0	0	0	6
	2023	6	4	0	0	0	0	10
Idaho	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Illinois	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 the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Indiana	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Kansas	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Kentucky	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Louisiana	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	2	0	0	0	0	3
Maryland	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	3	0	0	0	0	4
Massachusetts	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Michigan	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
Minnesota	2021	2	1	0	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	1	0	0	0	0	5
Missouri	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	3	0	0	0	0	5
Nebraska	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Nevada	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
New Jersey	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	3	0	0	0	0	3
North Carolina	2021	5	0	0	0	0	0	5
	2022	5	1	0	0	0	0	6
	2023	6	5	0	0	0	1	10
Ohio	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	5	0	0	0	0	9
Oklahoma	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Oregon	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Pennsylvania	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	3	0	0	0	0	5
Rhode Island	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
South Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
Tennessee	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	3	0	0	0	0	4
Texas	2021	18	2	0	0	0	0	20
	2022	20	2	1	0	0	0	21
	2023	21	13	1	0	0	0	33
Utah	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3

State	Year	Outlets at Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions-Other Reasons	Outlets at End of the Year
Virginia	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	5	0	0	0	0	6
Washington	2021	1	0	0	0	0	0	1
	2022	1	2	0	0	0	0	3
	2023	3	1	0	0	0	0	4
Wisconsin	2021	1	0	0	0	0	0	1
	2022	1	3	0	0	0	0	4
	2023	4	0	1	0	0	0	3
Total	2021	54	7	0	0	0	0	61
	2022	61	31	1	0	0	0	91
	2023	91	94	2	0	0	2	181

Table No. 4
Status of Company-Owned Outlets
For Years 2021-2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Texas	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Total Outlets	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1

Table No. 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
Arizona	3	0	0
Arkansas	0	1	0
California	33	20	0
Colorado	3	4	0
Connecticut	1	1	0

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
Florida	12	17	0
Georgia	3	3	0
Indiana	5	4	0
Kansas	1	1	0
Louisiana	2	1	0
Maryland	4	3	0
Massachusetts	1	1	0
Michigan	2	3	0
Minnesota	1	1	0
Missouri	1	1	0
Nevada	1	4	0
New Hampshire	1	1	0
New Jersey	2	3	0
North Carolina	4	4	0
Ohio	7	3	0
Oklahoma	3	1	0
Oregon	3	2	0
Pennsylvania	3	8	0
Rhode Island	2	1	0
South Carolina	3	4	0
South Dakota	1	0	0
Tennessee	2	4	0
Texas	7	7	0
Utah	2	1	0
Virginia	5	5	0
Washington	3	2	0
Wisconsin	0	1	0
Total	121	112	0

The names, addresses and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit E. The name and last known address and telephone number of every current franchisee and every franchisee who has had a Franchise terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one year period ending December 31, 2023, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document, is listed in Exhibit E. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with FT. You may wish to speak with current and former franchisees, but know that not all

such franchisees can communicate with you. If you buy a Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experience as a franchisee in our franchise system.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

ITEM 21
FINANCIAL STATEMENTS

Exhibit B contains the financial statements required to be included with this Franchise Disclosure Document: audited financial statements for the fiscal year ending December 31, 2023, 2022, and 2021. Our fiscal year end date is December 31.

ITEM 22
CONTRACTS

The following contracts are attached as Exhibits:

Exhibit C	Franchise Agreement
Exhibit D	Area Developer Agreement
Exhibit F	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the FT Franchise
Exhibit I	Franchise Disclosure Questionnaire
Exhibit J	Deposit Agreement

ITEM 23
RECEIPTS

Exhibit L contains detachable documents acknowledging your receipt of this disclosure document with all exhibits attached.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

CALIFORNIA

State Administrator and Agent for Service of Process:

Commissioner
Department of Financial Protection and Innovation
320 W. 4th Street, #750
Los Angeles, CA 90013
(213) 576-7500
(866) 275-2677

HAWAII

Commissioner of Securities of the State of Hawaii
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

Agent for Service of Process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, HI 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
Chief, Franchise Division
500 S. Second Street
Springfield, IL 62706
(217) 782-4465

INDIANA

Secretary of State
Securities Division
Room E-018
302 W. Washington Street
Indianapolis, IN 46204
(317) 232-6681

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, MD 21202
(410) 576-6360

MARYLAND CONTINUED

Agent for Service of Process:

Maryland Securities Commissioner
200 St. Paul Place
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MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
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Lansing, MI 48913
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Department of Commerce
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85 Seventh Place East, Suite 280
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NEW YORK

Administrator:

NYS Department of Law
Investor Protection Bureau
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New York, NY 10005
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Secretary of State
99 Washington Avenue
Albany, NY 12231

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North Dakota Securities Department
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Division of Insurance
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State Corporation Commission
Division of Securities and Retail Franchising
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Department of Financial Institutions
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Securities Division
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WISCONSIN

Department of Financial Institutions
Division of Securities
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Madison, WI 53703
(608) 266-3364

Rev. 012723

EXHIBIT B

FINANCIAL STATEMENTS

FAS-TES FRANCHISING SYSTEMS, L.L.C.

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT
DECEMBER 31, 2023, 2022, and 2021

FAS-TES FRANCHISING SYSTEMS, L.L.C

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KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Member
Fas-Tes Franchising Systems, L.L.C.
San Antonio, TX

Opinion

We have audited the accompanying financial statements of Fas-Tes Franchising Systems, L.L.C. which comprise the balance sheets as of December 31, 2023, 2022 and 2021 and the related statements of operations, changes in member's interest, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Fas-Tes Franchising Systems, L.L.C as of December 31, 2023, 2022 and 2021 and the results of its operations and its 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 audits in accordance with auditing standards generally accepted in the United States of America. 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 the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. 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 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 the Company's 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 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 generally accepted auditing standards 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, including omissions, 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 financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the 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 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 the Company's 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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's 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.

Restrictions on Use

The use of this report is restricted to inclusion within the Company's Franchise Disclosure Document (FDD) and is not intended to be, and should not be, used or relied upon by anyone for any other use.

Kezas & Dunlavy

St. George, Utah
March 27, 2024

FAS-TES FRANCHISE SYSTEMS, L.L.C
Balance Sheets
As of December 31, 2023, 2022 and 2021
(000's)

	2023	2022	2021
Assets			
Current assets			
Cash and cash equivalents	$ 433	$ 1,066	$ 477
Accounts receivable	249	303	127
Prepaid expenses	59	-	-
Contract assets, current	2,455	1,394	43
Total current assets	3,196	2,763	647
Goodwill and intangible assets, net	25,574	-	-
Property and equipment, net	311	317	78
Contract assets, non-current	1,852	1,040	32
Other assets	383	-	-
Total assets	$ 31,316	$ 4,120	$ 757
Liabilities and Member's Interests			
Current liabilities			
Accounts payable and accrued expenses	$ 461	$ 294	$ 42
Deferred revenue, current	4,981	2,851	456
Total current liabilities	5,442	3,145	498
Long term liabilities			
Long-term debt, net	8,763	-	-
Deferred revenue, non-current	3,759	3,317	175
Other liabilities	390	-	-
Total long term liabilities	12,912	3,317	175
Member's interests	12,962	(2,342)	84
Total liabilities and member's interests	$ 31,316	$ 4,120	$ 757

The accompanying notes are an integral part of the financial statements.

FAS-TES FRANCHISE SYSTEMS, L.L.C
Statements of Operations
For the years ended December 31, 2023, 2022 and 2021
(000's)

	2023	2022	2021
Operating revenue			
Franchise fees	$ 4,752	$ 1,480	$ 427
Royalties	1,279	870	652
Technology fees	721	363	214
Other revenue	49	35	82
Total operating revenue	6,801	2,748	1,375
Operating expenses			
Selling, general and administrative	3,167	861	286
Salaries and wages	1,261	678	424
Hosting and technology costs	751	347	262
Professional fees	297	192	54
Depreciation and amortization	316	19	14
Advertising and marketing	69	23	69
Total operating expenses	5,861	2,120	1,109
Total operating income	940	628	266
Other income			
Interest income (expense)	(734)	18	-
Net income	$ 206	$ 646	$ 266

The accompanying notes are an integral part of the financial statements.

FAS-TES FRANCHISE SYSTEMS, L.L.C
Statements of Member's Interests
For the years ended December 31, 2023, 2022 and 2021
(000's)

Balance at December 31, 2020	$	250
Distributions to members		(432)
Net income		266
Balance at December 31, 2021		84
Distributions to members	$	(3,072)
Net income		646
Balance at December 31, 2022		(2,342)
Impact of ASC 810 pushdown accounting (see footnote (h))	$	17,076
Contributions from members		241
Distributions to members		(2,219)
Net income		206
Balance at December 31, 2023	$	12,962

The accompanying notes are an integral part of the financial statements.

FAS-TES FRANCHISE SYSTEMS, L.L.C
Statements of Cash Flows
For the years ended December 31, 2023, 2022 and 2021
(000's)

	2023	2022	2021
Cash flow from operating activities:			
Net income	$ 206	$ 646	$ 266
Adjustments to reconcile net income to			
Net cash provided by operating activities:			
Depreciation expense and amortization	316	19	14
Changes in operating assets and liabilities:			
Accounts receivable	54	(176)	(81)
Prepaid expenses	(59)	-	4
Contract assets	(1,874)	(2,359)	(75)
Accounts payable and accrued expenses	166	251	1
Deferred revenue	2,572	5,537	404
Net cash provided by operating activities	1,381	3,918	533
Cash flows from investing activities:			
Purchases of property and equipment	(36)	(257)	(5)
Net cash used in financing activities	(36)	(257)	(5)
Cash flows from financing activities:			
Contributions from members	241		
Distributions to members	(2,219)	(3,072)	(432)
Net cash used in financing activities	(1,978)	(3,072)	(432)
	-	-	
Net change in cash and cash equivalents	$ (633)	$ 589	$ 96
Cash at the beginning of the period	1,066	477	381
Cash at the end of the period	$ 433	$ 1,066	$ 477
Supplemental disclosure of cash flow information:			
Cash paid for interest	$ 657	$ -	$ -
Cash paid for franchise taxes	$ 31	$ 11	$ 3

The accompanying notes are an integral part of the financial statements.

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

Fas-Tes Franchise Systems, L.L.C., (the "Company"), was incorporated on July 21, 2010, in the State of Texas. The Company sells licenses for franchises that provide a complete range of drug, alcohol and DNA testing services for individuals, employers, and organizations across the country. Services include drug testing, DNA/paternity testing, random alcohol and drug testing, and physical testing.

On April 6, 2023 FTFS Holdings LLC (the "Parent") completed the purchase of the Company and its affiliates through a securities purchase transaction. The Company and the Parent's other subsidiaries are included in the consolidated financial statements of the Parent.

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

Preparation of the Company's financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(d) Reclassification

Certain items in the prior year financial statements have been reclassified to conform to the current year's presentation.

(e) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of December 31, 2023, 2022, and 2021, the Company had cash and cash equivalents of $433 thousand, $1,066 thousand, and $477 thousand, respectively.

(f) Accounts Receivable

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees and other reimbursable fees or expenses owed by franchisees or customers. Accounts receivable are recorded at the invoiced amount and do not bear interest although a finance charge may be applied to such receivables that are past the due date. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical collections, customers' current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer's ability to pay. All account balances are reviewed on an individual basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. When recoveries of receivables previously charged off are made, they are recognized as income when payment is received. As of December 31, 2023, 2022, and 2021, the Company had no allowance for uncollectible accounts. As of December 31, 2023, 2022, and 2021, the Company had accounts receivable of $249 thousand, $303 thousand, and $127 thousand, respectively.

(g) Property and Equipment

Property and equipment are stated at historical cost. Expenditures for major renewals and improvements are capitalized. Minor replacements, maintenance, and repairs are expensed as incurred. When property and equipment are retired or otherwise disposed of, the cost of the asset and related accumulated depreciation are removed from the accounts and any resulting gain or loss is included in the result of operations for the respective period. Depreciation on property and equipment is calculated on the straight-line method over the estimated useful lives of the assets. During the current year, the Company implemented a change in accounting estimate regarding the useful lives of significant property and equipment categories. The useful lives are as follows:

Computer software	5 years
Equipment	3 years
Furniture and fixtures	5 years
Leasehold improvements	10 years

(h) Intangible Assets

Under ASC 810 Consolidation, the Parent has elected to use push-down accounting to reflect the fair value of the Company's assets and liabilities incurred when the Parent purchased the Company (see note 1(a)). The excess of the purchase price over the determined fair value of the Company's net assets were recorded as goodwill in the amount $15,522 thousand and a licensing right which was identified and recorded in the amount of $10,280 thousand. Goodwill is not amortized; rather, potential impairment is considered on an annual basis or more frequently upon the occurrence of an event or when circumstances indicate that the carrying value of the goodwill is greater than its fair value. The licensing right is amortized over its contractual life which is 30 years. Amortization expense was $228 thousand for the year ended December 31, 2023.

On April 6, 2023, the pushed-down assets, liabilities and the net difference between those assets and liabilities which was recorded to equity, were recorded as follows:

	2023
Licensing rights	$ 10,280
Goodwill	15,522
Long term debt, net	(8,726)
Net difference recorded to equity	$ 17,076

Expected amortization for the coming 5-year period is as follows:

Year ended December 31 (in thousands),	
2024	$ 343
2025	343
2026	343
2027	343
2028	343
Thereafter	8,337
	$ 10,052

(i) Income Taxes

The Company is wholly owned by the Parent, which has elected to be treated as Subchapter S Corporation under the provisions of the Internal Revenue Code for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of its shareholders and no provision for federal or state income taxes has been recorded in the accompanying balance sheet.

The Company follows the guidance under Accounting Standards Codification (“ASC") Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company. Accordingly, there would be no effect on the Company's financial statements. The Company’s income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2023, the 2022, 2021 and 2020 tax years are subject to examination.

(j) Revenue Recognition

In January 2021, the FASB issued Accounting Standard Update (ASU) 2021-02, regarding revenue recognition for franchisors (a subtopic of revenue from contracts with customers). This standard is effective for periods beginning after December 15, 2020, with early adoption permitted. The standard applies to all non-public franchisors. This amendment introduces - ASC 952-606, *Franchisors—Revenue from Contracts with Customers*. a practical expedient that simplifies the guidance on identifying performance obligations. This practical expedient allows the franchisor to account for pre-opening services as distinct from the franchise license if the services are consistent with predefined services listed in this ASU. Also, the ASU allows for an accounting election to be made by the entity to bundle and recognize all the pre-opening services as a single performance obligation. ASC 952-606 identifies the following non-exclusive list of

general pre-opening services (which the Company may or may not provide) as eligible for inclusion in the single distinct performance obligation:

- Assistance in the selection of a site
- Assistance in obtaining facilities and preparing the facilities for their intended use, including related financing, architectural, and engineering services.
- Training of the franchisee's personnel or the franchisee
- Preparation and distribution of manuals and similar material concerning operations, administration, and record keeping
- Bookkeeping, information technology, and advisory services, including setting up the franchisee's records and advising the franchisee about income, real estate, and other taxes about local regulations affecting the franchisee's business
- Inspection, testing, and other quality control programs

The Company's primary revenues consist of initial franchise fees and royalty fees from locations operated by franchisees. ASC 606, *Revenue from Contracts with Customers*, provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the considerations expected to be received for those goods or services. This standard does not impact the Company's recognition of the royalty fees. The standard does change the timing in which the Company recognizes initial fees received from new franchisees. In accordance with ASC 952-606, the Company has elected to account for all pre-opening services as a single performance obligation. Pre-opening services are recognized when the performance obligation has been met – typically when the franchise location is open for business. Under this policy, the Company allocates the entire franchise fee to the single performance obligation identified as the pre-opening obligation and recognizes the full franchise fee when the underlying location is open for business.

The Company also charges its franchisees for the cost of website hosting under its domain, and for certain software and technology applications or programs. These revenues are recognized as the services are provided and are included in Hosting and technology costs.

(k) Advertising Costs

The Company expenses advertising costs as incurred. Advertising expense for the years ended December 31, 2023, 2022, and 2021 were $69 thousand, $23 thousand and $69 thousand, respectively.

(l) Fair Value of Financial Instruments

Fair value is the price that would be received to sell an asset or paid to transfer a liability in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. For certain of the Company's financial instruments, including cash and cash equivalents and accounts receivable, the carrying amounts approximate fair value due to their short maturities.

(m) Leases

The Company accounts for its lease under ASU 2016-02, "Leases (Topic 842)", which requires lessees to recognize the assets and liabilities that arise from operating and finance leases on the balance sheets, with a few exceptions. The Company's lease liabilities represent the obligation to make lease payments arising

from the lease and right of use ("ROU") assets are recognized as an offset at lease inception. ROU assets and lease liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. The Company recorded $426 thousand of lease liabilities and $426 thousand of right-of-use ("ROU") assets on the balance sheet on April 6, 2023.

As the Company's leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. If the Company's leases include options to extend the lease, the renewal options are not included in the minimum lease terms unless they are reasonably certain to be exercised. Rent expense for lease payments related to operating leases is recognized on a straight-line basis over the lease term and is included in general and administrative expenses in the statements of operations.

(n) Recently Issued Accounting Pronouncements

The Company reviewed recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact to the financial statements.

(2) Property and Equipment

As of December 31, 2023, 2022, and 2021, the Company's property and equipment consisted of the following (in thousands):

	2023	2022	2021
Equipment	$ 94	$ 60	$ 53
Furniture and fixtures	25	23	22
Leasehold improvements	79	79	79
Software	250	250	-
	448	412	154
Less: accumulated depreciation	(137)	(95)	(76)
	$ 311	$ 317	$ 78

Depreciation expense was $42 thousand, $19 thousand, and $14 thousand, for the years ended December 31, 2023, 2022, and 2021, respectively.

(3) Franchise Agreements

The Company's franchise agreements generally provide for a payment of initial flat franchise fee as well as continuing royalties paid to the Company based on a percentage of sales. Under the franchise agreement, franchisees are granted the right to operate a location using the Fas-Tes franchise system for a period of ten years. Under the Company's revenue recognition policy, the Company allocated the initial franchise fee to certain pre-opening services, which is recognized generally when the franchisee begins operations. In addition, the Company recognizes related contract costs such as broker commissions and referral fees pro-rata with the franchise fees, resulting in the deferral of contract costs (contract assets) to match the deferral of franchise revenue.

As of December 31, 2023, 2022, and 2021, the Company had the following contract assets and liabilities (in thousands):

	2023	2022	2021
Deferred revenue, current	$ 4,981	$ 2,806	$ 456
Deferred revenue, non-current	3,759	3,318	175
	$ 8,740	$ 6,124	$ 631

	2023	2022	2021
Contract assets, current	$ 2,455	$ 1,394	$ 43
Contract assets, non-current	1,852	1,040	32
	$ 4,307	$ 2,434	$ 75

(4) Related Party Transactions

(a) Operating Lease

The Company makes monthly rent payments to an affiliated entity that shares common ownership for use of office space. A total of $87 thousand, $98 thousand and $75 thousand in allocable rent payments were made during the years ended December 31, 2023, 2022, and 2021 respectively. The lease has a term of approximately 5 years remaining.

The following table details amounts related to this operating lease recorded in the Company's balance sheet (in thousands):

	2023
Lease right-of-use asset, net	$ 383
Current lease liability	35
Long-term lease liability	$ 356

(b) Long-term debt

As part of the Parent's acquisition of the Company, the Company entered into a senior secured term loan facility on April 6, 2023, with a principal amount of $9 million. The facility bears interest at a fixed rate of 11% per annum and matures on April 6, 2028. Beginning May 1, 2023, the Company is required to make monthly interest payments. Beginning on April 1, 2025 the Company is required to make quarterly principal payments of $225,000, with the remaining balance due at maturity. The loan is secured by the assets of the Company and assets of certain affiliated entities of the Parent.

The aggregate maturities of long-term debt for each of the five succeeding years are as follows (in thousands):

For the year ended December 31,	
2024	$ -
2025	675
2026	900
2027	900
2028	6,525
	$ 9,000

The Company was in compliance with all covenants related to its long-term debt as of December 31, 2023. The fair value of the long-term debt approximates its carrying value due to the short-term nature of the interest rates for such borrowing.

(5) 401(k) Retirement Plan

The Company sponsors a 401(k) defined contribution retirement plan for substantially all employees who have attained age 21 and completed 6 months of service. Participants may elect to defer the maximum as allowed under IRS regulations. The employer has elected a profit-sharing match of 3% of the employee's wages. The Company provided a matching contribution of approximately $28 thousand, $10 thousand and $39 thousand in 2023, 2022 and 2021 respectively.

(6) Commitments and Contingencies

(a) Litigation

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is “probable” and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is “probable” but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is “reasonably possible,” disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are “remote” are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(7) Subsequent Events

Management has evaluated subsequent events through March 27, 2024, the date on which the financial statements were available to be issued.

EXHIBIT C

FRANCHISE AGREEMENT

EXHIBIT C

FRANCHISE AGREEMENT

_____

FRANCHISEE

_____

DATE OF AGREEMENT

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ATTACHMENTS:

Attachment A	Approved Location and Territory
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Attachment D	Statement of Ownership

FAS-TES FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Franchise Agreement") is made and entered into on the effective date set forth in Attachment B, by and between Fas-Tes Franchise Systems, LLC., a Texas limited liability company ("Franchisor"), and the franchisee identified on Attachment B ("Franchisee"). If more than one person or entity is listed as Franchisee, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Franchise Agreement.

WITNESSETH:

WHEREAS, as a result of the expenditure of time, skill, effort and money, Franchisor has developed a distinctive system (hereinafter "System") related to establishing and operating a business providing drug testing and related services for commercial businesses and consumers;

WHEREAS, Franchisor owns the System and the Licensed Marks (as defined below) and has the right to use and license others to use the System and the Licensed Marks;

WHEREAS, the distinguishing characteristics of the System include, without limitation, uniform standards, specifications and procedures for operations; quality and uniformity of services offered; procedures for management and financial control; training and assistance; and advertising and marketing materials; all of which may be changed, improved, and further developed by Franchisor from time to time;

WHEREAS, Franchisor identifies the System by certain trade names, service marks, trademarks, emblems and indicia of origin, including, but not limited to, the design mark, FASTEST LABS®, the service mark FAS-TES® and the service mark FASTESTLABS® and such other trade names, service marks and trademarks as are now designated (and may hereafter be designated by Franchisor in writing) for use in connection with the System (hereinafter referred to as "Licensed Marks");

WHEREAS, Franchisor grants to persons who meet Franchisor's qualifications and who are willing to undertake the investment and effort to establish and develop a business, which provides drug testing and related services for commercial businesses and consumers, for regulatory compliance, employment compliance, safety and personal purposes and workplace safety purpose under the Licensed Marks (the "Franchised Business");

WHEREAS, Franchisor continues to develop, use and control the use of such Licensed Marks in order to identify for the public the source of services and products marketed under this System, and to represent the System's high standards of quality and service;

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, service and the necessity of operating the Franchised Business hereunder in conformity with Franchisor's standards and specifications;

WHEREAS, Franchisee acknowledges that the terms, conditions and covenants contained in this Franchise Agreement are reasonably necessary to maintain Franchisor's standards of quality and service and the uniformity of services provided; and

WHEREAS, Franchisee desires to use the System in connection with the operation of a Franchised Business in compliance with the terms of this Franchise Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. GRANT OF FRANCHISE

A. Franchisor hereby grants to Franchisee, upon the terms and conditions in this Franchise Agreement, the right and license, and Franchisee hereby accepts the right and obligation, to operate a Franchised Business within a defined geographic area established in Attachment A (the "Territory"). Franchisee understands and acknowledges that Franchisor has granted the right and license to Franchisee in reliance on the business skill, financial capacity, and personal character of its Principals (as defined in Section 20.J of this Franchise Agreement) and the expectation of performance by Franchisee. The right and license granted by this Franchise Agreement is for an initial term of 10 years, commencing on the date of this Franchise Agreement (the "Initial Term" and, collectively with any Renewal Term, as provided in Section 16, the "Term").

B. The right and license granted by this Franchise Agreement is limited to the right to provide drug testing, including DNA/paternity testing, alcohol testing, physical testing and related services from the Franchised Business (the "Approved Services"), as determined by Franchisor, throughout the Term of this Franchise Agreement and in compliance with Franchisor's standards, specifications and procedures. Franchisee shall have the right to provide Approved Services to customers whose billing zip code is within the Territory. Franchisor has the right to determine the scope of permissible Approved Services to be offered by Franchisee from the Franchised Business. Approved Services will include drug testing and related services, as determined and defined by Franchisor.

C. Franchisee's right to administratively service a client account or request that another franchisee provides collection services to the account's location within the other franchisee's territory on Franchisee's behalf will be determined by the billing zip code of a client and whether such billing zip code is within the Territory. However, Franchisee will own the contract with the client during the Term, regardless of where their businesses are located, so long as the billing zip code is within your Territory. Franchisee is prohibited from soliciting sales to customers or from providing Approved Services to customers located outside of the Territory granted Franchisee or customers having a billing zip code within the territory of another franchisee except as may be authorized in the Brand Standards Manual (as defined herein) or as authorized in a written communication from Franchisor. The first occasion in which Franchisee solicits sales to customers or provides Approved Services to a customer located outside of Franchisee's Territory or customers with a billing zip code within the territory of another franchisee in violation of this paragraph, Franchisee must immediately pay to any franchisee(s) whose Territory includes the location(s) in which each such customer resides or is domiciled, an amount equal to all sums received from each such customer. If Franchisee solicits sales or provides Approved Services in violation of this paragraph on more than one occasion, such activity is a material breach of this Franchise Agreement and provides Franchisor with the right to terminate this Franchise Agreement pursuant to Section 17.B. Franchisee agrees to strictly follow all policies and procedures governing the solicitation of customers as set forth in the Brand Standards Manual.

D. Franchisor is not permitted to establish or license any other franchisee to operate a Franchised Business within the Territory. Termination or expiration of this Franchise Agreement constitutes a termination or expiration of the Franchise.

E. Except as provided in this Franchise Agreement, and contingent upon Franchisee's compliance with the terms of this Franchise Agreement and with any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates, neither Franchisor, nor any affiliate, shall

establish or authorize any other person or entity other than Franchisee to operate a Franchised Business within the Territory during the Term of this Franchise Agreement.

F. Notwithstanding the above, Franchisor (on behalf of itself and its affiliates) retains the right and without granting any rights to Franchisee:

(1) to itself operate, or to grant other persons the right to operate, a Franchised Business at locations and on terms Franchisor deems appropriate outside the Territory granted Franchisee;

(2) to sell the same products and services authorized for Franchised Businesses under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and pursuant to terms Franchisor deems appropriate outside the Territory;

(3) to market and sell the products and services authorized or associated with a Franchised Business under the Licensed Marks through dissimilar channels of distribution including, without limitation, by electronic means such as the Internet and websites Franchisor establishes and pursuant to terms Franchisor deems appropriate within and outside the Territory;

(4) to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of one or more websites using the Licensed Marks;

(5) to offer for sale products designed for drug testing through Franchisor's current website or through other Franchisor owned website(s) or through dissimilar channels of distribution as determined by Franchisor;

(6) to acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at Franchised Businesses, and the right to franchise, license or create similar arrangements with respect to those businesses once acquired, whether these businesses are located or operating within Franchisee's Territory and to temporarily operate those businesses once acquired in order to transition them to Franchisor's network; and

(7) to be acquired (whether through acquisition of assets, or equity interests or otherwise, regardless of the form of the transaction) by a business providing products and services similar to those provided by Franchised Businesses or by another business, even if such business operates, franchises or licenses competitive businesses in Franchisee's Territory.

Franchisor will not be required to pay Franchisee if Franchisor exercises any of the rights specified above inside Franchisee's Territory.

G. The right granted Franchisee to operate the Franchised Business within the Territory is contingent upon Franchisee achieving and maintaining the following performance standard (collectively the "Performance Standard") for minimum monthly Gross Revenue (as defined herein): (i) a minimum of $7,500 in Gross Revenue each and every month following the first year of operation of the Franchised Business and through the full third year of operation of the Franchised Business (this minimum Performance Standard applies to months 13-36 of operation); (2) a minimum of $17,500 in Gross Revenue each and every month beginning with the first month of the fourth year of operation of the Franchised Business through the full fifth year of operation of the Franchised Business (this minimum Performance Standard applies to months 37-60 of operation); (3) a minimum of $30,000 in Gross Revenue each and every month beginning with the first month of the sixth year of operation of the

Franchised Business through the full eighth year of operation of the Franchised Business (this minimum Performance Standard applies to months 61-84 of operation); and (4) a minimum of $45,000 in Gross Revenue each and every month beginning with the first month of the ninth year of operation of the Franchised Business through the remaining months of the initial ten year term of this Agreement (this minimum Performance Standard applies to months 85-120 of operation). Franchisor has the right to modify and/or increase the Performance Standard for any Renewal Term granted pursuant to the terms of Section 16 of this Franchise Agreement. If Franchisee fails to achieve and maintain the Performance Standard, Franchisor will have the right to take any or all of the following actions: (a) revoke the right of exclusivity granted Franchisee under Section 1 of this Franchise Agreement and grant additional franchises within the Territory; (b) require Franchisee to spend $1,000 per month on Search Engine Optimization and Keywords (defined in Section 12.C.); or (c) treat such failure as a material default of this Franchise Agreement in which case Franchisor shall have the right to terminate this Franchise Agreement pursuant to Section 17.C. The Performance Standard is determined based on the date Franchisee first commences operating the Franchised Business during the Initial Term. Therefore, for any Renewal Term, Franchisee must attain and maintain the highest Performance Standard set forth in the then-current franchise agreement used for the renewal in the operation of the Franchised Business by the first month of any Renewal Term.

H. Franchisee has no options, rights of first refusal, or similar rights to acquire additional franchises.

I. Franchisor, or its affiliate, retains the right to establish national or regional accounts. For purposes of this Franchise Agreement, a national or regional account is a business maintaining offices or retail facilities in multiple locations in two or more franchisee territories (the "National or Regional Account"). Franchisor may establish and enter into a National or Regional Account contract identifying the types of services and the pricing of the services for the National or Regional Account. In such cases, Franchisee may be given the option to service clients under the terms of the National or Regional Account contract within Franchisee's Territory. In the event Franchisor or Franchisee determines that Franchisee will not be servicing a National or Regional Account for any reason whatsoever, then Franchisor has the right to either service the National or Regional Account directly or to assign the National or Regional Account to another franchisee to service the National or Regional Account located within Franchisee's Territory.

J. To induce Franchisor to enter into this Franchise Agreement, all persons with a direct or indirect ownership interest in the Franchised Business, and their spouses, must sign and deliver to us the Owners Agreement in the form attached to this Franchise Agreement as Attachment C. If Franchisee is an entity, each individual owner (i.e., each natural person holding a direct or indirect ownership interest in Franchisee) and their spouses must sign the Owners Agreement in the form attached to this Franchise Agreement as Attachment C. Any future persons and their spouses must sign and deliver revised versions of Attachment C as a condition of, and in order to reflect any permitted changes in ownership in connection with any permitted transfer of ownership under this Franchise Agreement.

K. Franchisee represents that Attachment D to this Franchise Agreement completely and accurately describes all of Franchisee's owners and their interests in Franchisee as of the effective date of this Franchise Agreement. Franchisee and its owners agree to sign and deliver to Franchisor revised versions of Attachment D periodically to reflect any permitted changes in the information that Attachment D now contains.

2. LOCATION OF OFFICE

A. Franchisee must select and open an office to exclusively operate the Franchised Business at a location approved by Franchisor within the Territory ("Approved Location"). If a particular site has not been selected and approved at the time this Franchise Agreement is signed, Attachment A will describe the Approved Location in general terms. In that case, after Franchisor has approved a location for the Franchised Business, Franchisor will modify Attachment A and the specific address of that location will automatically become the Approved Location as if originally set forth in Attachment A instead of the general description. Franchisee assumes all costs, liability, expense and responsibility for the location of the Franchised Business office, which must be located within the Territory and may not be in the residence of the Franchisee. Franchisee shall furnish and equip the Franchised Business office at the Approved Location. Franchisee acknowledges the location, selection and development of the office of the Franchised Business is Franchisee's sole responsibility. Franchisee may consult with real estate and other professionals of Franchisee's choosing in the selection of a location for the office.

B. Franchisee must enter into a lease or purchase the site of the Franchised Business office prior to Franchisee's attendance at the initial training program held by Franchisor (the "Initial Training Program"), which lease may require a personal guaranty to be signed by Franchisee or the Principals or owners of Franchisee, and their respective spouses. Franchisee must successfully complete the Initial Training Program and open the Franchised Business for operation within 270 days from the date of the Franchise Agreement. Failure to timely open the Franchised Business for operation is a material breach of this Franchise Agreement.

3. OPENING OF THE FRANCHISED BUSINESS

A. DEVELOPMENT OF THE FRANCHISED BUSINESS

Franchisee shall at its sole expense provide, equip and decorate all fixtures, furnishings and equipment for the Franchised Business office in compliance with the standards and specifications of Franchisor. Franchisee shall complete substantial construction, if necessary, or the remodeling and improvements to the location of the Franchised Business office and shall install all systems as required by Franchisor prior to opening of the Franchised Business.

B. IDENTIFICATION OF THE FRANCHISED BUSINESS

Franchisee agrees to use signage on the exterior and interior of the premises of the operation of the Franchised Business as may be required by Franchisor and to identify the Franchised Business using the Licensed Marks, as may be required by Franchisor, in compliance with Franchisor's standards and specifications. Franchisee shall identify the Franchised Business office and operate it as an independently owned and operated Franchised Business.

C. FRANCHISED BUSINESS OPENING

Franchisee agrees to complete all requirements required prior to opening and operating the Franchised Business within the time period set forth in Attachment B to this Franchise Agreement. Franchisee agrees to successfully complete all required training, including the Initial Training Program and the appropriate training of Franchisee's employees.

Franchisee agrees to conduct a grand opening promotion for the Franchised Business within 60 days after the initial opening of the Franchised Business. Franchisee is solely responsible for the grand opening, including, but not limited to, all costs and expenses incurred by Franchisee, its managers and

employees. Franchisor will not participate in the grand opening. Franchisee must spend a minimum of $300 on the grand opening promotion.

D. RELOCATION OF FRANCHISED BUSINESS

Franchisee shall not relocate the Franchised Business without the express written consent of Franchisor. If Franchisee's lease for the premises of the Franchised Business expires or terminates without fault of Franchisee, or if in the judgment of Franchisor and Franchisee there is a change in the character of the location of the Franchised Business sufficiently detrimental to its business potential to warrant its relocation, Franchisor will grant permission for relocation of the Franchised Business office to a location approved by Franchisor. Any relocation must be at Franchisee's sole expense. Franchisee shall reimburse Franchisor for all reasonable costs and expenses incurred by Franchisor with respect to the relocation.

4. TRAINING AND OPERATING ASSISTANCE

A. TRAINING

Before the opening of the Franchised Business, Franchisor will furnish, and Franchisee (or any Principal (as such term is defined in Section 20.J.) who has been approved by Franchisor) and any Designated Manager (as such term is defined in Section 9.I) of the Franchised Business must attend, an Initial Training Program on the operation of the Franchised Business, furnished at a place and time Franchisor designates. Franchisee is solely responsible for the compensation, travel, and living expenses incurred in connection with attendance at the Initial Training Program or at any supplemental training programs; provided, however, that Franchisor will arrange and pay for up to five nights of hotel accommodations for Franchisee and up to one other person for the Initial Training Program, so long as all persons attend the Initial Training Program at the same time. As outlined on the table below, if more than two people attend the Initial Training Program, Franchisee must pay Franchisor an initial training fee of $1,500 per person, plus an additional $1,000 for each hotel room.

Initial Training Fee for Additional People With and Without Hotel:	
1 person, no hotel	$1,500 [1]
1 person, 1 hotel room	$2,500 [1]
2 people, no hotel	$3,000 [1]
2 people, 1 hotel room	$4,000 [1]
2 people, 2 hotel rooms	$5,000 [1]

[1] Accommodation fees are subject to change based on geographic locations and market conditions, as determined by Franchisor.

The Initial Training Program lasts approximately one week. However, Franchisor may require Franchisee to continue training for a longer period of time up to ten days. The Initial Training Program includes instruction relating to the operation of the Franchised Business, pricing, drug testing, marketing, sales, computer hardware and software, start-up strategies and training.

If, during any training program, Franchisor determines that any proposed manager is not qualified to manage the Franchised Business, Franchisor will notify Franchisee and Franchisee may select and enroll a substitute manager in the training program.

After the opening of the Franchised Business, Franchisor will provide training (subject to reasonable limitations prescribed by Franchisor as to frequency and time) to any new manager of the Franchised Business upon the written request of Franchisee. Franchisor has the right to assess Franchisee reasonable charges of $500 per day for the additional training plus expenses of travel and lodging for

Franchisor's trainers. Franchisor has the right to require that Franchisee (or a Principal) and any Designated Manager(s) attend supplemental training programs during the Term, to be furnished at a time and place Franchisor designates.

Franchisee must successfully complete the Initial Training Program and commence operation of the Franchised Business within 270 days from the date of this Franchise Agreement unless otherwise specified in Attachment B.

Franchisor may require and Franchisee may request additional training of Franchisee and its employees throughout the Term. Franchisee will pay Franchisor $500 per day for each day of such supplemental training plus the expenses of the training staff, including travel expenses, and lodging expenses during such training.

B. HIRING AND TRAINING OF EMPLOYEES BY FRANCHISEE

Franchisee is solely responsible for the hiring of all of its employees of the Franchised Business and is exclusively responsible for the terms of their employment, the supervision and management of their employment, and for the compensation and training of Franchisee's employees of the Franchised Business. Franchisee is solely responsible and has sole authority for compliance with minimum wage and overtime requirements of the Federal Fair Labor Standards Act and Franchisee is responsible for determining whether the state and local laws and regulations of Franchisee's Territory varies from the minimum wage and overtime requirements of the Federal Fair Labor Standards Act. Franchisee is responsible for and must be in compliance with all state and local minimum wage and overtime compensation requirements of any state located within Franchisee's Territory and with all state and local licensing requirements.

Franchisee must conduct criminal background checks and drug testing, to the extent allowed under applicable law, on all of Franchisee's employees. A criminal background check and drug test must be completed on each employee of Franchisee as a prerequisite to employment by Franchisee. Franchisee agrees that Franchisor does not assume any responsibility or liability for the hiring or training of the employees of the Franchisee, which Franchisee acknowledges is the sole responsibility of Franchisee.

C. OPERATING ASSISTANCE

Franchisor may advise Franchisee of operating problems of the Franchised Business disclosed by reports submitted to or inspections made by Franchisor. Further, Franchisor will furnish to Franchisee assistance in connection with the operation of the Franchised Business as Franchisor deems appropriate. Operating assistance may consist of guidance for:

(1) consultation on promotional, business and operational problems and analysis of marketing and financial data;

(2) selection, purchasing and marketing of Approved Services;

(3) marketing assistance and sales promotion programs;

(4) administrative and general operating procedures;

(5) developing advertising and promotional materials for local advertising for the Franchised Business:

(6) test market additional products and services; and

(7) schedule regional and national meetings that Franchisee must attend. Franchisee is required to attend any annual convention or conference of franchisees that Franchisor chooses to hold. Franchisee must pay Franchisor mandatory conference registration fees for purposes of defraying Franchisee's cost in attending such regional and national meetings. This fee must be paid regardless of whether Franchisee attends any such meeting. Franchisee is solely responsible for all compensation, travel, and living expenses it incurs for all its attendees in connection with attending any such meeting.

Guidance will be furnished to Franchisee in the form of Franchisor's Brand Standards Manual, bulletins or other written materials, electronic or telephone consultations and/or consultations at the offices of Franchisor or at the Franchised Business.

D. BRAND STANDARDS MANUAL

Franchisor will provide Franchisee access during the Term to a brand standards manual, which may consist of one or more handbooks or manuals, proprietary software, sales guides, incoming call guide, library of forms, as well as the Franchise Administration Manual and Business Manual and other written materials (collectively, the "Brand Standards Manual") for the operation of the Franchised Business, containing the scope of Approved Services and mandatory and suggested specifications, standards and operating procedures prescribed by Franchisor for Franchised Businesses and information relative to other obligations of Franchisee. Franchisor's determination of the scope of Approved Services is binding upon Franchisee. Franchisor has the right to add to, and otherwise modify, the Brand Standards Manual to reflect changes in authorized products and Approved Services, or changes in specifications, standards and operating procedures of a Franchised Business, provided that no addition or modification alters Franchisee's fundamental status and rights. Franchisee must keep its copy of the Brand Standards Manual current, and the master copy of the Brand Standards Manual maintained by Franchisor controls if there is a dispute regarding the contents of the Brand Standards Manual. Franchisor may deliver and update the Brand Standards Manual electronically on its website or through other electronic means, at its option.

The Brand Standards Manual will contain both mandatory standards and recommended standards. Any required standards exist to protect Franchisor's interests in the System and the Licensed Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to Franchisee. The required standards generally will be set forth in the Brand Standards Manual or other written materials. The Brand Standards Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. Franchisee may follow the recommendations or guidelines or some other suitable alternative, provided Franchisee meets and complies with the required standards. In other instances, no suitable alternative may exist. In order to protect Franchisor's interests in the System and the Licensed Marks, Franchisor reserves the right to determine if Franchisee is meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

5. LICENSED MARKS

A. OWNERSHIP AND GOODWILL OF LICENSED MARKS

Franchisee acknowledges that Franchisee has no interest or ownership rights whatsoever in or to the Licensed Marks and that Franchisee's right to use the Licensed Marks is derived solely from this Franchise Agreement and is limited to the conduct of its Franchised Business pursuant to and in

compliance with this Franchise Agreement and all applicable specifications, standards and operating procedures prescribed by Franchisor during the Term. Any unauthorized use of the Licensed Marks by Franchisee constitutes an infringement of the rights of Franchisor in and to the Licensed Marks.

Franchisee must follow Franchisor's standards and procedures in the use of the Licensed Marks, including, without limitation, providing proper notices of trademark and service mark registration and obtaining fictitious or assumed named registrations to the extent required by law.

Franchisee acknowledges and agrees that all usage of the Licensed Marks by Franchisee and any goodwill associated with the Licensed Marks is exclusively for the benefit of Franchisor and that this Franchise Agreement does not confer any goodwill or other interests in the Licensed Marks upon Franchisee. Franchisee will not, at any time during the Term or after its termination or expiration, contest the validity or ownership of any of the Licensed Marks or assist any other person in contesting the validity or ownership of any of the Licensed Marks.

All provisions of this Franchise Agreement applicable to the Licensed Marks apply to any additional trademarks, service marks, logo forms and commercial symbols authorized for use by Franchisee pursuant to the Franchise.

B. LIMITATIONS ON FRANCHISEE'S USE OF LICENSED MARKS

Franchisee agrees to use the Licensed Marks as the sole identification of the Franchised Business, as required by Franchisor, provided that Franchisee identifies itself as the independent owner in the manner prescribed by Franchisor. Franchisee must not use any Licensed Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, nor may Franchisee use any Licensed Mark in the sale of any unauthorized product or service or give third parties, including without limitation third-party vendors, the right or authority to use any Licensed Mark in any other manner not expressly authorized in writing by Franchisor. Franchisee agrees to use and display the Licensed Marks prominently and in the manner prescribed by Franchisor on signs and forms. Franchisor has the right to and may restrict Franchisee's use of the Licensed Marks to one or more of the Licensed Marks. Franchisee must assume all costs associated with changes to the Licensed Marks, as may be required by Franchisor. Further, Franchisee agrees to provide notices of trademark and service mark registrations and copyrights Franchisor specifies and to obtain fictitious or assumed name registrations as may be required under applicable law.

C. RESTRICTIONS ON INTERNET AND WEBSITE USE

Franchisor retains the sole right to advertise the System and to sell products and services on the Internet and to create, operate, maintain and modify, or discontinue the use of, websites using the Licensed Marks. Franchisee shall not in any way: (i) link or frame Franchisor's websites; (ii) conduct any business or offer to sell or advertise any products or services on the worldwide web; or (iii) create or register any Internet domain name in connection with the Franchised Business.

Franchisee may not maintain a website, domain name, social media account, blog, crowdfunding campaign or otherwise maintain a presence or advertise on the Internet or any other public computer network (each a "Website") in connection with the Franchised Business without the advanced written approval of Franchisor, which Franchisor may withhold for any reason or for no reason. Franchisee's Website may be accessible only through Franchisor's Website, if any. Franchisor is only required to reference Franchisee on any Website while Franchisee is in full compliance with this Franchise Agreement and all System standards. If Franchisee develops a Website with Franchisor's approval, Franchisee must follow all guidelines and requirements set forth in the Brand Standards Manual and use

any templates provided in Franchisor's requirements, including, without limitation, those related to format, substantive content, privacy and technical performance.

Franchisor has registered certain domain names, including without limitation domain names which include the Licensed Marks and variations thereof, as well as various promotional and educational programs developed by Franchisor, and will continue to register additional domain names from time to time as it sees fit. Franchisee acknowledges that Franchisor is the lawful and sole owner of all domain names registered by Franchisor. Franchisee agrees not to register any of the Licensed Marks now or hereafter owned by Franchisor or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar, as Internet domain names including, but not limited to, generic and country code top level domain names available at the present time or in the future. In addition, Franchisee will not register any domain name that is the same as or could be deemed confusing similar to any domain name registered by Franchisor.

D. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

Franchisee must notify Franchisor immediately in writing of any apparent infringement of or challenge to Franchisee's use of any Licensed Mark, or claim by any person of any rights in any Licensed Mark or any similar trade name, trademark or service mark of which Franchisee becomes aware. Franchisee must not communicate with any person other than Franchisor and its counsel in connection with any infringement, challenge or claim. Franchisor has the right to take action it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Licensed Mark. Franchisee agrees to execute all instruments and documents, render assistance and do acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor in any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding or to otherwise protect and maintain the interests of Franchisor in the Licensed Marks.

E. INDEMNIFICATION OF FRANCHISEE/DISCONTINUANCE OF USE OF LICENSED MARKS

Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee for, all damages for which Franchisee is held liable in any proceeding in which Franchisee's use of any Licensed Mark is held to constitute trademark infringement, unfair competition, or dilution, and for all costs reasonably incurred by Franchisee in the defense of any claim brought against Franchisee or in any proceeding in which Franchisee is named as a party, provided that Franchisee timely notifies Franchisor of the claim or proceeding and has otherwise complied with this Franchise Agreement. Franchisor has the right to defend any such claim in the manner it sees fit. If Franchisor defends the claim, Franchisor has no obligation to indemnify or reimburse Franchisee with respect to any fees or disbursements for any attorney retained by Franchisee.

If Franchisor deems it advisable at any time for Franchisor and/or Franchisee to modify or discontinue use of any Licensed Mark, and/or use one or more additional or substitute trademark or service marks, Franchisee must comply with Franchisor's directions within a reasonable time after notice by Franchisor. Franchisee shall be responsible for all out-of-pocket costs and expenses incurred in connection with complying with this obligation without liability or obligation to Franchisor for such costs, expenses or loss of revenue. Franchisor has the right to require Franchisee to discontinue the use of any Licensed Mark within a reasonable time from notice by Franchisor.

6. CONFIDENTIAL INFORMATION - COVENANTS

A. Franchisor possesses certain confidential information consisting of the methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of a Franchised Business (the "Confidential Information"). Franchisor discloses the Confidential Information to Franchisee in furnishing Franchisee the training program, the Brand Standards Manual and in guidance furnished to Franchisee during the Term of the Franchise.

B. Franchisee and the Principals acknowledge and agree that they will not acquire any interest in the Confidential Information, other than the right to utilize it in the development and operation of the Franchised Business during the Term of the Franchise, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. Franchisee and the Principals acknowledge and agree that the Confidential Information is proprietary and is a trade secret of Franchisor and is disclosed to Franchisee and the Principals solely on the condition that Franchisee and the Principals agree, and Franchisee and the Principals do hereby agree, that they: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the Term of the Franchise; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or electronic form; and (4) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information. In addition, Franchisee and the Principals agree that they will not disclose Confidential Information to any third party, including without limitation a third-party vendor, unless and until such third party has signed an appropriate confidentiality agreement agreeing, among other things, that such party will maintain the absolute confidentiality of all Confidential Information disclosed to such party by Franchisee, its Principals, managers, agents or employees. Franchisee and the Principals acknowledge and agree that all of the Confidential Information they now have access to or obtain in the future concerning the System and the methods of operation and the concepts and methods of promoting the Franchised Business are derived from Franchisor pursuant to this Franchise Agreement, and Franchisee and the Principals shall not, without the written consent of Franchisor, disclose such information or use it for their own benefit, except to operate the Franchised Business during the Term of this Franchise Agreement and for a period of two years thereafter, unless such information constitutes Trade Secrets (as defined below) of Franchisor, in which case, such information will be treated in confidence for as long as such information or data shall constitute a "Trade Secret". Notwithstanding the foregoing, Franchisee and the Principals may disclose such Confidential Information and Trade Secrets to those employees who need access to perform their employment duties to Franchisee (and then only to the extent necessary to enable them to perform their employment duties). For purposes of this Franchise Agreement, "Trade Secrets" shall mean information or data about Franchisor or any of its products, services, technical or non-technical data, formulae, methods, techniques, software, systems, guides, training materials, drawings, processes, financial data, financial plans, product and promotional plans, lists of actual or potential advertisers, lists of customers or suppliers, that: (a) derives economic value, actual or potential, from not being generally known to, or generally ascertainable by, proper means by other persons who can obtain economic value from their disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

C. Franchisee and the Principals acknowledge and agree that Franchisor would be unable to protect its Trade Secrets against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Franchised Businesses if the Principals were permitted to hold interests in any other drug testing and related services businesses. Therefore, with respect to Franchisee, during the Term of the Franchise, and with respect to each of the Principals, during the Term of this Franchise Agreement when such Principal satisfies the definition of "Principal" as defined in Section 20.J., neither Franchisee nor any Principal, nor any member of their immediate families shall:

(1) Divert, or attempt to convert any business or customer of any Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System;

(2) Own, maintain, operate, engage in, or have any financial or beneficial interest (including any type of interest in corporations, partnerships, limited liability companies, trusts, unincorporated associations, joint ventures or other entities) or advise, assist or make loans to any Competitive Business (as defined below). For the purposes of this Franchise Agreement, a "Competitive Business" is defined as one that is of a character and concept that looks like, copies, imitates, or operates in any manner like a Franchised Business, including but not limited to, a business that provides drug testing services similar to the drug testing provided from a Franchised Business.

The parties acknowledge and agree that each of the covenants contained in this Section 6 are reasonable limitations as to time, geographic area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interest of Franchisor. The parties agree that each of the covenants in this Section 6 shall be construed as independent of any other covenant or provision of this Franchise Agreement. If all or any portion of any covenant in this Section 6 is held unenforceable or unreasonable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of that covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 6.

D. Franchisee agrees that Franchisor has the perpetual right to use and authorize other Franchised Businesses to use all ideas, concepts, methods and techniques relating to the development or operation of a Franchised Business conceived or developed by Franchisee or Franchisee's employees during the Term. If Franchisee at any time during the Term conceives or develops any improvements or additions to the System or in the method of operation, or of copyrightable works, Internet web pages or any other documents or information pertaining to or relating to the System or the operation of the Franchised Business, or any new trade names, trademarks or service marks or other commercial symbols related to the Franchised Business, or any advertising and promotional ideas (collectively, the "Improvements"), Franchisee shall fully disclose the Improvements to Franchisor, without the disclosure of the Improvements to others and shall obtain Franchisor's written approval for the use of such Improvements. Any such Improvement approved by Franchisor may be used by Franchisor and all other franchisees of Franchisor without any obligation to Franchisee for royalties or similar fees. Franchisee shall assign to Franchisor, without charge, any rights for such Improvement, including the right to grant sublicenses to any such Improvement. Franchisor may make application for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and Franchisee shall cooperate with Franchisor in securing such rights. Franchisor also may consider such Improvements as the property and, if applicable, Trade Secret of Franchisor. In return, Franchisor shall authorize Franchisee to utilize any Improvement that may be developed by other franchisees of Franchisor and is authorized generally for use by other franchisees of Franchisor.

E. Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney and for use of the Confidential Information in such court proceeding, so long as any document containing the

Confidential Information is filed under seal and Confidential Information is not otherwise disclosed except pursuant to court order.

7. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. It is understood and agreed by the parties that this Franchise Agreement does not create a fiduciary relationship between them, that Franchisor and Franchisee are independent contractors and that nothing in this Franchise Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose. It is also understood and agreed by the parties that the Franchised Business is owned and operated by Franchisee independent of Franchisor but that the terms and conditions of this Franchise Agreement are necessary and critical to protect and maintain the System.

Neither Franchisee nor any of Franchisee's employees whose compensation Franchisee pays may in any way, directly or indirectly, expressly or by implication, be construed to be an employee of Franchisor for any purpose, including, without limitation, with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisor will not have the power to hire or fire Franchisee's employees. Franchisee expressly agrees, and will never contend otherwise, that Franchisee alone will exercise day-to-day control over all operations, activities and elements of the Franchised Business and that under no circumstance will Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which Franchisee is required to comply with under this Franchise Agreement, whether set forth in the Brand Standards Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchised Business, which Franchisee alone controls, but only constitutes standards which Franchisee must adhere to when exercising Franchisee's control over the day-to-day operations of its Franchised Business.

B. Franchisee must identify itself at the premises of the Franchised Business and in all dealings with customers, lessors, contractors, suppliers, public officials and others as the independent owner and operator of the Franchised Business under a franchise from Franchisor.

C. Franchisor has not authorized or empowered Franchisee to use the Licensed Marks except as provided by this Franchise Agreement, and Franchisee must not employ any Licensed Mark in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation without the prior written consent of Franchisor, or employ any Licensed Mark in a manner that is likely to result in liability of Franchisor for any indebtedness or obligation of Franchisee or employ any Licensed Mark in a manner that is likely to result in any confusion about Franchisee's status as an independent owner and operator of the Franchised Business.

D. Neither Franchisor nor Franchisee may make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than franchisor and franchisee, and neither Franchisor nor Franchisee is obligated by or has any liability under any agreements or representations made by the other that are not expressly authorized. Due to the independent ownership and operation of the Franchised Business by Franchisee and the representations by Franchisee to the public of Franchisee's independent ownership and operation of the Franchised Business, Franchisee agrees that Franchisor is not obligated for any damages to any person or property directly or indirectly arising out of the operation of the Franchised Business.

E. Franchisor has no liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon Franchisee, the Franchised Business or its assets, or upon Franchisor in connection with sales made, services performed or business conducted by Franchisee.

F. Franchisee agrees, at its sole costs, to indemnify and hold Franchisor and its subsidiaries, affiliates, successors, assignees and designees, the stockholders, directors, officers, employees, managers, agents, attorneys, successors and assignees of all of the foregoing (and all others referenced, the "Indemnitees") harmless against and to reimburse them for, any loss, liability, taxes or damages (including, without limitation, actual, consequential and punitive damages) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party which any of them may suffer, sustain or incur by reason of, arising from or in connection with Franchisee's ownership or operation of the Franchised Business, including, without limitation, any personal injury, death or property damage suffered by any visitor, customer, employee or guest of the Franchised Business or from any actions, errors or omissions of Franchisee or its employees, representatives, agents, Designated Managers, or Principals, which are either related to or incidental to Franchisee's ownership or operation of the Franchised Business, unless the loss, liability or damages are solely due to the gross negligence, or to the willful or criminal act of Franchisor.

G. The indemnities and assumptions of liabilities and obligations set forth in this Section 7 will continue in full force and effect after the expiration or termination of this Franchise Agreement.

8. FRANCHISE FEES

A. INITIAL FRANCHISE FEE

Franchisee must pay Franchisor a nonrecurring initial franchise fee in the amount described in Attachment B, which will vary depending on the size of the Territory that Franchisee wishes to purchase. The initial franchise fee is payable upon execution of this Franchise Agreement, unless Franchisee has previously paid a deposit fee for the Territory in which the Franchised Business is to be located, in which case Franchisee must pay any balance of the initial franchise fee upon execution of this Franchise Agreement. If this Franchise Agreement is being entered into under an area development agreement with Franchisor, then the initial franchise fee amount shall be the amount set forth in the area development agreement as described in Attachment B. If this is Franchsisee's first Franchised Business, Franchisor will include a tablet. The initial franchise fee is fully earned by Franchisor upon execution of this Franchise Agreement and is nonrefundable.

B. ROYALTY FEE

Franchisee agrees to pay Franchisor a non-refundable royalty fee ("Royalty Fee") equal to the greater of: (i) seven percent (7%) of the total Gross Revenue of the Franchised Business each month or the "Minimum Royalty". The "Minimum Royalty" shall begin on the six-month anniversary of the date the Franchised Business opens and shall equal Five Hundred Dollars ($500) per month. If Franchisee purchased the Franchised Business through a Transfer, the Royalty Fee shall be payable immediately upon Franchisee's operation of the Franchised Business, and the Minimum Royalty shall be calculated from the date that the Franchised Business that Franchisee acquired opened for business.

The ongoing and continuing Royalty Fee is due and payable on or before the 5th day of each month and is not refundable under any circumstances. Franchisee agrees that Franchisor may debit Franchisee's business account for the Royalty Fee in accordance with Section 8F.

C. DEFINITION OF "GROSS REVENUE"

The term "Gross Revenue" means the aggregate amount of all sales of services and products, and the aggregate of all charges for services performed (including service charges in lieu of gratuity), whether for cash, on credit or otherwise, made and rendered in, about or in connection with the Franchised Business, provided they are in connection with the business conducted under this Franchise Agreement. The term "Gross Revenue" also includes all income, revenues, consideration, or receipts of any kind derived from the operation of the Franchised Business, including all services provided as a direct or indirect consequence of use of Franchisor's Licensed Marks or any aspect of the System, and including all proceeds from any business interruption insurance. The term "Gross Revenue" does not include any federal, state, municipal or other sales, value added or retailer's excise taxes paid or accrued by Franchisee. The term "Gross Revenue" shall not be modified for uncollected accounts. For purposes of the Royalty Fee, the sale is deemed made at the earlier of delivery of service or product, or receipt of payment.

D. ROYALTY FEE REPORTS

On or before the 5th day of each month, Franchisee must provide Franchisor with a royalty report for the preceding month itemizing the Gross Revenue for the previous reporting period and any other reports or information required by Franchisor. The royalty report must be delivered to Franchisor by facsimile transmission, telephone, or other method of delivery Franchisor requires.

E. TECHNOLOGY FEE & MANAGEMENT SOFTWARE FEE

Franchisee agrees to pay the then-current technology fee (the "Technology Fee"). The Technology Fee is payable in the same manner as the Royalty Fee. As of the Effective Date, the Technology Fee is $200 per month. Franchisor may modify the Technology Fee upon written notice to Franchisee. Franchisor reserves the right to upgrade, modify and add new technologies and software. Franchisee will be responsible for any increase in Technology Fee that result from any upgrades, modifications or additional software or from increases from third-party vendors, plus all other fees that Franchisor requires for any other services that are not included as part of the Technology Fee (for example, Franchisee must pay the then current monthly subscription fee for Quick Books Online or the monthly third party web platform fee. Franchisor reserves the right to enter into a master license agreement with any software or technology supplier and sublicense the software or technology to Franchisee, in which case Franchisee agrees to pay Franchisor for all amounts that Franchisor must pay to the licensor based on Franchisee's use of the software or technology as a part of the Technology Fee. Franchisor has developed proprietary software for the Franchised Business to be used on one or more required tablets, which Franchisee agrees to purchase (except, that Franchisor shall provide one tablet if this is Franchisee's first Franchised Business), along with such required tablets, from Franchisor or its approved supplier. Franchisee agrees to pay the then-current "Lab Management Software Fee" (currently, $109 per month for one tablet, $20 per month for each additional tablet) charged by Franchisor or Franchisor's supplier for use of the tablet proprietary software (which may be charged on a per-tablet basis, a per-test basis and/or any other basis) and any other proprietary software to be used by Franchisee in the operation of the Franchised Business and to require Franchisee to execute one or more software license agreements in connection therewith. The Lab Management Software Fee shall be payable in the same manner as the Royalty Fee.

F. METHOD OF PAYMENT

Franchisor may debit Franchisee's business checking account ("EFT") for all fees payable to Franchisor under this Franchise Agreement, including the Royalty Fees, National Brand Fund

contributions (defined in Section 12A), and any payments that Franchisee owes to Franchisor when such amounts are due to Franchisor as provided in this Franchise Agreement. Franchisee hereby authorizes Franchisor to debit Franchisee's EFT account, if Franchisor so chooses, for these amounts and all other amounts due to Franchisor under this Franchise Agreement. Franchisee hereby agrees to execute the EFT Authorization form attached to the Franchise Disclosure Document in Exhibit G. Upon Franchisor's request, Franchisee agrees to sign any additional documents require to authorize Franchisor to debit Franchisee's EFT account. Franchisor has the right to periodically specify (in the Franchise Brand Standards Manual or otherwise in writing) different payees and/or payment methods such as, but not limited to, weekly or monthly payment, payment by auto-draft, credit card, and payment by check. Franchisee may also, upon Franchisor's written request, be required to keep a valid Visa or MasterCard credit card on file with Franchisor. Franchisor reserves the right to charge a service fee of up to three percent (3%) for any payment paid to Franchisor by credit card. Franchisee shall not subordinate to any other obligation Franchisee's obligation to pay the Royalty Fees or any other fee or charge due to Franchisor under this Franchise Agreement.

Franchisor may require Franchisee to remit fees and other amounts due to Franchisor under this Franchise Agreement via EFT or other similar means utilizing an approved computer system or otherwise. Franchisee agrees to comply with Franchisor's procedures and/or perform such acts and deliver and execute such documents as may be necessary to assist in or accomplish payment by such method. If Franchisor requires Franchisee to make payments by debiting the EFT account, Franchisee agrees to ensure that funds are available in Franchisee's EFT account to cover Franchisor's withdrawals. Franchisee agrees to pay Franchisor a service charge in the amount of $100 for each instance when such funds are not available and for each instance when Franchisee pays Franchisor any amounts due by check that is returned due to insufficient funds.

G. INTEREST ON LATE PAYMENTS

Franchisee is not entitled to withhold or set-off against payments due Franchisor under this Franchise Agreement on grounds of alleged nonperformance by Franchisor. Any payment or report not actually received by Franchisor on or before the date due is deemed overdue. All unpaid obligations under this Franchise Agreement bear interest from the date due until paid at the lesser of (i) the prime commercial rate of interest plus three percent (3%) as reported in the Wall Street Journal (Midwestern edition) from time to time or by any bank or financial institution designated by Franchisor (but in no event less than twelve percent (12%) per annum), or (ii) the maximum allowed by applicable law. Notwithstanding anything to the contrary contained in this Franchise Agreement, no provision of this Franchise Agreement requires the payment or permits the collection of interest in excess of the maximum rate allowed by applicable law. If any excess of interest in this respect is provided for in this Franchise Agreement, or is adjudicated to be so provided in this Franchise Agreement, the provisions of this paragraph govern and prevail and neither Franchisee nor its Principals are obligated to pay the excess amounts of the interest. If for any reason interest in excess of the maximum rate allowed by applicable law is deemed charged, required or permitted, any excess shall be applied as a payment and reduction of any other amounts which may be due and owing to Franchisor, and if no payments are due and owing then the excess shall be repaid to the party that paid the interest.

Franchisee acknowledges and agrees that this Paragraph G does not constitute Franchisor's agreement to accept payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of, the Franchised Business and that Franchisee's failure to pay all amounts when due is a material default of this Franchise Agreement and shall constitute grounds for termination of this Franchise Agreement, as provided in Section 17.

H. APPLICATION OF PAYMENTS

Notwithstanding any designation by Franchisee, Franchisor has the right to apply any payments received from Franchisee or to offset any amount owed by Franchisor to Franchisee against any past due amount owed by Franchisee to Franchisor for (1) Royalty Fees, (2) interest, (3) purchases from Franchisor or its affiliates, (4) National Brand Fund or advertising contributions, or (5) any other amount owed by Franchisee to Franchisor or its affiliates. The acceptance by Franchisor of a payment from Franchisee for less than the full amount owed shall not be deemed a waiver by Franchisor or prevent Franchisor from pursing any of its remedies against Franchisee for failure to pay any amount owing to Franchisor in a timely manner.

I. WITHHOLDING PAYMENTS UNLAWFUL

Franchisee will not withhold payment of any Royalty Fees, advertising contribution or any other amount due Franchisor. Any alleged non-performance or breach of Franchisor's obligations under the Franchise Agreement or any related agreement does not establish a right at law or in equity for Franchisee to withhold payment due Franchisor for Royalty Fees, advertising contributions or any other amounts due from Franchisee to Franchisor or its affiliates.

J. GRAND OPENING PROMOTION

Franchisee must spend a minimum of $300 on a grand opening promotion for the Franchised Business within 60 days after the initial opening of the Franchised Business.

I. COLLECTION FEE

If Franchisee has a customer with a billing zip code in its Territory, Franchisee shall own the customer throughout the Term of this Agreement, however, if such customer has a service location within the territory of another Fas-Tes Labs franchisee, Franchisee shall not be permitted to provide collection services to this location; however, Franchisee may, with Franchisor's consent, permit a Fas-Tes Labs franchisee to service such client's location within the franchisee's territory on Franchisee's behalf in accordance with the procedures set forth in the Brand Standards Manual. Franchisee agrees to pay such other Fas-Tes Labs franchisee the then-current collection fee (currently $20.13 per rapid screen and $15 per lab-based collection).

9. BUSINESS IMAGE AND OPERATING STANDARDS; FRANCHISEE REQUIREMENTS

A. MAINTAINING UNIFORMITY

Franchisee understands the importance of maintaining uniformity of Approved Services provided by all of the Franchised Businesses and the importance of complying with Franchisor's required standards and specifications relating to the operation of the Franchised Business.

B. OPERATION OF FRANCHISED BUSINESS/REBUILDING OF FRANCHISED BUSINESS

Franchisee must maintain and operate the Franchised Business in conformity with Franchisor's standards and specifications. Franchisee must obtain, at Franchisee's cost and expense, any new or additional equipment (including computer software systems) as Franchisor reasonably requires for Franchisee to offer the Approved Services and to operate the Franchised Business in the manner

Franchisor specifies. Except as may be expressly provided in the Brand Standards Manual or as provided by written notice from Franchisor, no change in the Approved Services may be made by Franchisee. Franchisee must provide additional Approved Services from the Franchised Business as required by Franchisor.

C. REMEDIES FOR NONCOMPLIANCE WITH THE OPERATION OF FRANCHISED BUSINESS

Subject to Franchisor's other termination rights under Section 17, if at any time in Franchisor's reasonable judgment, the operation of the Franchised Business does not meet Franchisor's standards, Franchisor shall notify Franchisee specifying the action to be taken by Franchisee to correct the deficiency. If, within ten days after receipt of such notice, Franchisee fails to initiate and continue in good faith to complete the changes necessary to meet Franchisor's standards, Franchisor has the right to place Franchisee on notice of termination of this Franchise Agreement under Section 17.

D. DAMAGE CAUSED BY CASUALTY

If the Franchised Business office is damaged or destroyed by fire or any other casualty, Franchisee must, within 30 days, initiate repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) repairs or reconstruction, in order to restore the premises of the Franchised Business office to its original condition before casualty.

E. LOCATION RESTRICTION

Franchisee agrees that the Franchised Business office which it occupies will not be used for any purpose other than the operation of a Franchised Business in compliance with this Franchise Agreement, and that Franchisee's use of the Franchised Business office for any other purpose, including, without limitation, to operate or engage in any activities relating to the operation of a business other than a Franchised Business, is a material default of this Franchise Agreement.

F. STANDARDS OF SERVICE

The Franchisee must at all times give prompt, courteous and efficient service to its customers. The scope of the Approved Services provided by Franchisee must be in compliance with Franchisor's standards for Approved Services. Franchisee, its Principals, and the Franchised Business shall, in all dealings with its customers and suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, and shall not engage in any behavior or take any action that harms, or could potentially harm, the Fas-Tes® brand, as determined by Franchisor. Franchisee must maintain a competent, conscientious, trained staff and take steps as necessary to ensure that its employees and comply with Franchisor's standards.

Franchisee must operate the Franchised Business during hours of mandatory operation of Franchisee's Franchised Business are Monday through Friday from 9:00 a.m. to 5:00 p.m. During the hours of mandatory operation Franchisee and Franchisee's employees are required to wear business casual attire and Fas-Tes® logo shirts.

If Franchisee receives a customer complaint, Franchisee shall promptly follow the complaint resolution process specified by Franchisor to protect the goodwill associated with the Marks. If Franchisor is contacted by a customer of Franchisee's Franchised Business who wishes to lodge a complaint, Franchisor reserves the right to address the customer's complaint to preserve goodwill and prevent damage to the Marks. Franchisor's right to address complaints may include refunding money to a

dissatisfied customer, in which case Franchisee must reimburse Franchisor for these amounts including the value of any gift card, refund or other consideration or value provided by Franchisor to the customer as part of addressing the issue.

G. OPERATIONS, STANDARDS AND PROCEDURES

Franchisee acknowledges and agrees the uniformity of all services provided in the operation of the Franchised Business are important to Franchisor and other Franchised Businesses. Franchisee agrees to maintain Franchisor's standards of quality and service in the operation of the Franchised Business and, accordingly, agrees to comply with all required specifications, standards and operating procedures (whether contained in the Brand Standards Manuals or any other electronic, written or oral communication to Franchisee) relating to the Franchised Business, as determined by Franchisor.

H. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

Franchisee must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisee shall obtain and maintain in effect all required licenses, permits and certificates related to the operation of the Franchised Business.

Franchisee must notify Franchisor in writing within five days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, writ, injunction, or award of decree, by any court, agency, or other governmental instrumentality that may adversely affect the operation or financial condition of Franchisee or the Franchised Business.

I. MANAGEMENT OF THE FRANCHISED BUSINESS/CONFLICTING INTERESTS/OTHER BUSINESS INTERESTS

The Franchised Business must at all times be under the direct, day-to-day, full-time supervision of Franchisee (or one of its Principals if Franchisee is an entity) or an operating manager ("Designated Manager") who has been approved by Franchisor and has satisfactorily completed Franchisor's training program. If a Designated Manager supervises the Franchised Business, Franchisee (or the Principal approved by Franchisor) must remain active in overseeing the operations of the Franchised Business conducted under the supervision of the manager. If the Designated Manager ever ceases to manage the Franchised Business, then Franchisee (or its fully trained Principal) shall be required to manage the business on a full-time basis until a replacement Designated Manager has been hired and trained to Franchisor's satisfaction. The replacement Designated Manager must be hired by Franchisee within 60 days and must complete the first-available initial training program that Franchisor has set at the time of such hiring.

Franchisee must at all times faithfully, honestly and diligently perform its obligations and continuously exert its best efforts to promote and enhance the operation of the Franchised Business. The person who is responsible for the day-to-day supervision of the Franchised Business (either Franchisee or a Franchisor-approved Principal or Designated Manager) must assume responsibilities for the Franchised Business on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with Franchisee's obligations.

If at any time the Franchised Business is not being managed by Franchisee (or a Franchisor-approved Principal or Designated Manager), Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Franchised Business for and on behalf of Franchisee. Franchisor's appointment of a manager of the Franchised Business does not relieve Franchisee's

obligations or constitute a waiver of Franchisor's right to terminate this Franchise Agreement pursuant to Section 17. Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Franchised Business or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Franchised Business while it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

Further, Franchisee agrees to disclose to Franchisor any ownership interest in or affiliation of Franchisee and any of its Principals with any entity or business (other than the ownership of publicly traded securities) that offers, markets and/or sells products or services to Franchised Businesses.

J. INSURANCE

During the Term, Franchisee must maintain in force, under policies of insurance issued by insurers, the required types of insurance at specific levels of coverage as outlined below. All insurance policies shall be written by Franchisor's approved insurance company or companies, in compliance with the standards, specifications, coverage and limits set forth in the Brand Standards Manual or otherwise provided to Franchisee in writing. All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated "A" or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria Franchisor may establish from time to time.

Franchisor may also reasonably increase the minimum liability required coverage annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in the industry, or other relevant changes and circumstances. Franchisee must submit to Franchisor annually a copy of the certificate of insurance or evidence of the renewal or extension of each such insurance policy or any modifications to any such insurance policies. If at any time Franchisee fails or refuses to maintain in effect any insurance coverage required by Franchisor, or to furnish satisfactory evidence of such insurance, Franchisor may, at its option and in addition to other rights and remedies Franchisor may have, obtain insurance coverage, on Franchisee's behalf, and Franchisee agrees to properly execute any applications or other forms or instruments required to obtain any such insurance and pay to Franchisor on demand any cost and premiums incurred by Franchisor, in addition to a $500 administration fee. Franchisee's obligation to obtain and maintain the insurance coverage described herein and in the Franchise Agreement is a material obligation of the Franchise Agreement. Failure to comply shall constitute good cause for termination of the Franchise Agreement.

Franchisee must at all times during the Term of this Franchise Agreement maintain in force, at its sole expense, on a primary basis with Franchisor, the following insurance, naming Franchisor as an additional insured:

(1) Commercial general liability insurance, including bodily injury, property damage, personal injury, products and operations liability coverage with a combined single limit of not less than $1,000,000;

(2) Worker's compensation and employer's liability to meet statutory requirements of Franchisee's state(s) of operation. Franchisee must maintain Worker's Compensation and employer's liability insurance coverages regardless if mandated by state law;

(3) Commercial property insurance written on a special cause of loss at replacement value;

(4) Third-party liability bond with a minimum per-occurrence limit of $25,000;

(5) Automobile liability insurance for all owned, non-owned and hired automobiles with a single limit coverage of not less than $1,000,000;

(6) An umbrella policy in the amount of not less than $1,000,000;

(7) employees and officer's professional liability insurance; and

(8) Other insurance as may be required by the state or locality in which the Franchised Business is located and operated.

Franchisee agrees to indemnify and save harmless Franchisor, its directors, officers and employees, from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law for damages sustained by any person or persons or damage to property, including loss of use thereof, arising out of the performance of this Franchise Agreement, except for damages due to the sole negligence of the Franchisor.

All insurance policies must be issued by the insurance carrier or insurance carriers acceptable to Franchisor and must name Franchisor as an additional insured, must contain a waiver of insurance company's right of subrogation against Franchisor and must provide that Franchisor will receive 30 days prior written notice of expiration, cancellation or amendment of policy.

Franchisee is required to submit to Franchisor prior to opening of the Franchised Business, a copy of the Certificate of Insurance in compliance with the requirements in this Section 9.J.

K. APPROVED SERVICES

Franchisee agrees that the Franchised Business will only offer the Approved Services. Franchisor's determination that a specific service cannot be provided by Franchisee will control, regardless of whether Franchisee has complied with any state law or regulation that defines the service as a medical service or requires licensing. Franchisee is responsible for compliance with all state or local laws, ordinances or regulations and with all state or local licensing requirements required to offer the Approved Services.

L. APPROVED SUPPLIERS

Franchisee is prohibited from purchasing unapproved products and services or from purchasing approved products and services from suppliers not previously approved by Franchisor.

Franchisee is required to use Franchisor's approved supplier of signage required for the Franchised Business.

Franchisee must purchase an initial inventory of testing equipment from a supplier approved by Franchisor prior to opening the Franchised Business (the "Initial Franchise Items"). The cost of the Initial Franchise Items to be purchased by Franchisee from the approved supplier, will range from $3,500 to $5,000, depending upon the equipment purchased, plus shipping and handling charges.

Approved suppliers may include Franchisor and its affiliates. Franchisor and its affiliates may be designated as the sole supplier of specific products or services necessary to operate the Franchised Business. Franchisor and is affiliates will sell products or services to franchisees at prices which exceed their costs, and Franchisee agrees to pay the then current price in effect for any such products or services. Franchisor or its affiliates have the right to receive revenue from suppliers on account of their actual or

prospective dealings with franchisees and to use all amounts that Franchisor or its affiliates receive without restriction for any purpose Franchisor and its affiliates deem appropriate. Franchisor reserves the right, but has no obligation, to negotiate purchase arrangements with third party suppliers for the benefit of franchisees in the System.

Except in those instances where Franchisor has designated a single approved supplier, Franchisee may request an alternative supplier be approved by Franchisor if the supplier complies with Franchisor's standards and specifications for any product or service and the supplier satisfies Franchisor's supplier criteria. If Franchisee requests approval to purchase approved products and services from a supplier not previously approved by Franchisor, then Franchisee must first notify Franchisor in writing and submit sufficient information, specifications and samples concerning the product or service to Franchisor for its determination with respect to whether the product or service complies with Franchisor's specifications and standards and whether the supplier meets Franchisor's approved supplier criteria. Franchisor will notify Franchisee whether or not the proposed supplier is approved within 30 days from Franchisor's receipt of the samples of product or services from the supplier Franchisee requests for approval. Franchisor may establish procedures for the submission of request for approved suppliers. In the event the supplier is approved, Franchisor may withdraw the approval if supplier fails to produce products or services in compliance with Franchisor's standards and specifications, or in compliance with approved supplier criteria established by Franchisor which may include pricing considerations and whether the supplier meets the requirements for delivery. Franchisee may propose additional suppliers for approved products and services at any time throughout the Term. Once the supplier is approved, Franchisee may purchase the product or service from the duly approved supplier or previously approved suppliers. Franchisor has no obligation to approve any request for a new supplier, product or service.

Franchisor will require Franchisee to use approved software in the operation of the Franchised Business, which must be purchased by Franchisee from an approved supplier selected by Franchisor. Throughout the Term, Franchisee may be required by Franchisor to pay Franchisor or an approved supplier an initial license fee and ongoing monthly license and/or maintenance fees for the required software, at such times and in such amounts as Franchisor or the approved supplier determines.

Franchisee hereby acknowledges with respect to Franchisee's use of Franchisor's or a third party's software for operating the System that Franchisee is responsible for complying with all local state and federal laws and the accuracy of all information inputted into, contained in, generated by or accessible from such software. Franchise further acknowledges that Franchisor disclaims any and all warranties relating to such software and Franchisee's use thereof, including, but not limited to, warranties of merchantability or fitness for a particular purpose.

M. COMPUTER SYSTEM

Franchisee agrees to obtain and use the computer hardware, sales and scheduling software, point-of-sale system and/or other operating software Franchisor specifies from time to time (the "Computer System"). Franchisor may modify specifications for and components of the Computer System from time to time and Franchisee agrees to implement Franchisor's modifications within 30 days after receipt of Franchisor's notice. Franchisor might periodically require Franchisee to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System. Although Franchisor cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over the remaining term of this Franchise Agreement, Franchisee agrees to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions and modifications) and required service or support. Franchisee must pay for any proprietary software or technology that Franchisor, its affiliates or third-party designees license to Franchisee and for other maintenance and support services that

Franchisor, its affiliates or third-party designees provide during the term. Franchisor or its affiliates may condition Franchisee's license of any proprietary software, or Franchisee's use of technology that Franchisor or its affiliates develop or maintain, on Franchisee signing a license agreement or similar document that Franchisor requires to regulate use of, and Franchisor's and Franchisee's respective rights and responsibilities with respect to, such software or technology. The Computer System may give Franchisor and its affiliates and designees access to all information generated by the Computer System, including price maintenance, customer information and payroll information for Franchisee's Franchised Business. Franchisee will have sole and complete responsibility for acquiring, operating, maintaining and upgrading: (1) the Computer System; (2) the connectivity of the Computer System (including the point-of-sale system); and (3) third-party interfaces between the Computer System and Franchisor's and any third party's computer system. Franchisee will have sole and complete responsibility for any and all consequences if the Computer System is not properly operated, maintained, and upgraded. Franchisee acknowledges and agrees that changes to technology are dynamic and not predictable within the term of this Franchise Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System, and Franchisee agrees to comply with those reasonable new standards that Franchisor establishes.

N. MODIFICATION TO SYSTEM

In the exercise of Franchisor's sole business judgment, Franchisor may from time to time modify any components of the System and requirements applicable to Franchisee by means of modifications to the Brand Standards Manual or otherwise, including, but not limited to, altering the products, services, programs, methods, standards, accounting and computer systems, forms, policies and procedures of the System; adding to, deleting from or modifying the products or services which Franchisee must offer from its Franchised Business; modifying or substituting the equipment, signs, trade dress and other characteristics that Franchisee is required to adhere to; and, changing, improving, modifying or substituting the Licensed Marks. Franchisee agrees to implement any such System modifications as if they were part of the System at the time Franchisee signed this Franchise Agreement.

Franchisee acknowledges that, because uniformity under many varying conditions may not be possible or practical, that Franchisor has reserved the right to materially vary its standards or terms of the franchise agreement for any franchisee, based on the timing of the grant of the franchise, the peculiarities of the particular territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which Franchisor considers important to the successful operation of a franchisee's Franchised Business. Franchisee will have no right to require Franchisor to disclose any variation or to grant the same or similar variation to Franchisee.

O. FRANCHISOR'S BUSINESS JUDGMENT

Whenever this Franchise Agreement or any other related agreement grants, confers or reserves to Franchisor the right to take action, refrain from taking action, grant or withhold Franchisor's consent or grant or withhold Franchisor's approval, unless the provision specifically states otherwise, Franchisor will have the right to engage in such activity at its option taking into consideration its assessment of the long-term interest of the System overall. When the terms of this Franchise Agreement specifically require that Franchisor may not unreasonably withhold its approval or consent, if Franchisee is then in default or breach of this Franchise Agreement, any withholding of approval or consent by Franchisor will be considered reasonable.

10. ADVERTISING

A. Recognizing the value of uniform advertising to the goodwill and public image of Franchised Businesses, Franchisor has developed advertising materials that Franchisee may purchase from Franchisor. Franchisor will provide Franchisee with an initial package of advertising materials.

B. Franchisee may develop advertising materials for use in Franchisee's local market but, before their use by Franchisee, samples of all local advertising and promotional materials not prepared or previously approved by Franchisor must be submitted to Franchisor for approval, which shall not be unreasonably withheld. Franchisee must submit any unapproved marketing materials to Franchisor who will approve or disapprove such materials within 30 days of receipt. Franchisee must not use any marketing or advertising materials until Franchisor has approved them, and must, upon Franchisor's notice, promptly discontinue using any advertising or marketing materials, whether previously approved by Franchisor or not. Franchisee is not required to spend a percentage of its Gross Revenue to advertise and promote its Franchised Business.

C. Franchisee must conform all of its advertising and promotions to the Franchisor's standards and requirements set forth in the Brand Standards Manual or otherwise.

11. PRICING

Franchisor may, from time to time, make suggestions to you with regard to Franchisee's pricing policies. In addition, we have the right to negotiate National and Regional Account arrangements, including pricing which will bind all Franchised Businesses providing services to such National and Regional Accounts. Although Franchisee generally has the right to establish prices for the products and services Franchisee sells, Franchisor reserves the right to establish and enforce prices, both minimum and maximum, to the extent permitted by applicable law.

12. MARKETING

Recognizing the value of advertising, marketing and public relations programs and the importance of the standardization of advertising and marketing programs to the furtherance of the goodwill and public image of the System, Franchisee agrees that Franchisor may develop and administer marketing, advertising, public relations and sales promotion programs designed to promote and enhance the collective success of all Franchised Businesses in the System. Franchisee expressly understands, acknowledges and agrees that in all phases of such marketing, advertising and promotions including, without limitation, the type, quantity, timing, placement and choice of media, market areas, selection of advertising agencies and public relations firms, Franchisor's decision shall be final and binding. Franchisee may be required to participate actively in such advertising, public relations and sales promotion programs in full and complete compliance with such terms and conditions as may be established by Franchisor.

Franchisor, from time to time, uses photographs, accounts, testimonials, biographical and other information of Franchisee its Principals and/or its Designated Managers in connection with advertising and promoting the Fas-Tes® brand and developing and disseminating educational materials on various drug testing and related issues. Franchisee (and each of its Principals) hereby authorizes and permits Franchisor to take photographs and videos, make voice recordings, interview, and obtain accounts of spoken and written thoughts and biographical information of Franchisees (and its Principals and Designated Managers), and to use, display and distribute same, in whole or in part, and permit others to do so, via any media, in connection with any works Franchisor and third parties on behalf of Franchisor

may create including, without limitation, in or in connection with any advertising, educational and promotional materials.

A. NATIONAL BRAND FUND

Franchisor will maintain and administer a national brand fund (the "National Brand Fund"). Franchisor will direct all National Brand Fund programs with the right to determine the creative concepts, materials, endorsements and media used and the placement and allocation of all advertising, marketing and public relations materials. Franchisor has the right to determine the composition of all geographic territories and market areas for the development and implementation of the National Brand Fund's advertising, marketing and public relations programs. The National Brand Fund's programs and activities are intended to maximize public awareness of all Franchised Businesses, and Franchisor is under no obligation to ensure that Franchisee or any other franchisee benefits directly or proportionately from the placement of such advertising, marketing and public relations programs and activities.

Franchisee must pay to Franchisor for the National Brand Fund an amount equal to up to two percent (2%) of the Gross Revenue of Franchisee's Franchised Business, which must be paid on or before the 5th day of each month for the previous reporting period by EFT. Franchisee must sign the form of Automated Clearing House Payment Authorization Form set forth in Exhibit G to Franchisor's Franchise Disclosure Document and such other forms Franchisor may require to effect payment by EFT.

The National Brand Fund may be used to meet all costs and expenses related to the following programs and activities:

(1) Maintaining, administering, directing and preparing national, regional or local advertising materials; placing national, regional and local advertising programs and public relations activities, including, without limitation, the cost of preparing and conducting public relations programs and television, radio, direct mail, magazine, billboard, newspaper, Internet and other media advertising and marketing activities; and conducting related marketing meetings for franchisees;

(2) Employing advertising and marketing agencies and utilizing Franchisor's administrative personnel to perform advertising, marketing and public relations services;

(3) Developing promotional brochures and advertising materials for all Franchised Businesses for purchase by franchisees;

(4) Conducting market research, testing and development of new services considered for Franchised Businesses;

(5) Reimbursement of Franchisor's administrative and personnel costs and overhead associated with advertising, marketing, telemarketing, public relations, market research, product development, and payment for consultants providing services in consumer research and any expenses related thereto;

(6) Strategic partnerships to create brand awareness; and

(7) Any and all other brand awareness and preservation activities.

The media in which the advertising may be disseminated includes print, point of purchase, radio, television, direct mail, electronic, billboard, and such other avenues as Franchisor may select. The media coverage may be local, regional, or national. The source of the advertising may be in-house advertising and marketing personnel, local or regional or national advertising or marketing agencies, or free-lance artists.

The National Brand Fund may advertise locally, regionally, and/or nationally in printed materials, on the Internet, on radio or television, or in any other manner as Franchisor determines. The direct costs of producing these materials by Franchisor will be reimbursed to Franchisor from the National Brand Fund.

Franchisor may make available for purchase by Franchisee advertising and marketing materials, direct mail materials, merchandising materials, special promotions, public relations materials and similar or dissimilar advertising and marketing materials which may be produced by the National Brand Fund.

Franchisor will account for the National Brand Fund separately from other funds and may not use the National Brand Fund for Franchisor's general operating expenses, with the exception that Franchisor may use the National Brand Fund to pay the reasonable salaries and benefits of personnel who manage and administer the National Brand Fund, for the National Brand Fund's other administration costs, travel expenses of personnel while they are on National Brand Fund business, meeting costs, overhead relating to National Brand Fund business and other expenses that Franchisor incurs in activities reasonably related to administering or directing the National Brand Fund and its programs, including, without limitation, conducting market research; public relations; preparing advertising, promotional and marketing materials; and preparing an accounting for National Brand Fund contributions.

Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the National Brand Fund in that year and Franchisor may make loans to the National Brand Fund. Franchisor may cause the National Brand Fund to invest the surplus for future use by the National Brand Fund. Franchisor will prepare an unaudited annual report of the operations of the National Brand Fund for the most recent calendar year, which will be available to Franchisee upon reasonable request.

Although Franchisor will try to use the National Brand Fund to develop advertising and marketing materials and programs, and to place advertising and marketing and public relations materials that will benefit all Franchised Businesses, Franchisor need not ensure that National Brand Fund expenditures in or affecting any geographic area are proportionate or equivalent to National Brand Fund contributions by Franchised Businesses operating in that geographic area or that any Franchised Business will benefit directly or in proportion to its National Brand Fund contributions from the development of advertising and marketing materials or from the placement of advertising. The National Brand Fund is not a trust or escrow account, and Franchisor has no fiduciary obligations regarding the National Brand Fund.

Franchisor may use collection agents and institute legal proceedings to collect National Brand Fund contributions at the National Brand Fund's expense. Franchisor also may forgive, waive, settle and compromise all claims by or against the National Brand Fund. Franchisor assumes no other direct or indirect liability or obligations to Franchisee for collecting amounts due to, maintaining, directing, or administering the National Brand Fund.

Franchisor may at any time defer or reduce Franchisee's National Brand Fund contributions and, upon 30 days prior written notice to Franchisee, reduce or suspend National Brand Fund contributions and operations for one or more periods of any length of time and terminate (and, if terminated, reinstate)

the National Brand Fund. Although the National Brand Fund is intended to be perpetual, Franchisor may terminate the National Brand Fund at any time. If Franchisor terminates the National Brand Fund, Franchisor will either (a) distribute all unspent monies to franchisees, and to Franchisor and Franchisor's affiliates, in proportion to its franchisees' and Franchisor's respective National Brand Fund contributions during the preceding 12-month period; or (b) use all contributions paid to the National Brand Fund for the remaining activities of the National Brand Fund.

B. FRANCHISEE FUND ADVISORY COUNCIL

Franchisor may form and Franchisee agrees to participate in, if requested, one or more councils of franchisees to consult with and advise Franchisor regarding marketing plans, advertising programs, public relations activities, customer surveys, and marketing research. Franchisor may use the existing Franchise Exchange Council ("FEC") to provide this function, or Franchisor may form a Fund Advisory Council ("Council") comprised of franchisees appointed by Franchisor. Franchisor retains the authority and responsibility for all matters before the Council, but will consider the recommendations of the Council. The FEC or Council will serve in an advisory capacity only. Franchisor has the right to form, change or dissolve the Council.

C. LOCAL ADVERTISING

In addition to the National Brand Fund contributions, within thirty (30) days of opening the Franchised Business, and for 180 days thereafter, Franchisee must pay Franchisor or a supplier selected by Franchisor $1,000 per month for website organic ranking ("Search Engine Optimization") and keyword website marketing ("Keywords") through an approved supplier. Subject to the terms of Section 1.G of this Agreement, beginning with the first month and for the remainder of the term of the Franchise Agreement, Franchisee must pay Franchisor, or a supplier selected by Franchisor, $1,500 per month for your first 12 months in operation and beginning in the thirteenth month of operation, Franchisee must spend a minimum of $1,200 per month. If Franchisee does not meet the Performance Standard (as defined in item 12), Franchisor has the right to require Franchisee to spend $1,500 per month for these services. The Search Engine Optimization and Keywords will be provided by an approved vendor selected by Franchisor, such as Scorpion or through web-based tools or applications designed for Internet advertising of keywords such as Google AdWords as determined by Franchisor. Franchisor reserves the right to change these vendors and tools based on ongoing and overall performance of each vendor and the tools or applications each vendor offers. Franchisor reserves the right to collect the difference between the amount actually expended on Keywords and Search Engine Optimization if Franchisee fails to expend the required amount in any month during the Term.

Advertising, promotional and marketing materials utilized by Franchisee must be completely clear, factual and not misleading, and must conform to Franchisor's standards and specifications and must also conform to the highest standards of ethical advertising and marketing. Before Franchisee uses any advertising, promotional or marketing material, Franchisee must send it to Franchisor or Franchisor's designated agency for review and approval. All advertising, promotional and marketing materials that Franchisor has not prepared or previously approved must be approved by Franchisor in writing before Franchisee may use any such advertising, promotional or marketing material (Franchise Agreement, Section 10, Paragraph B).

Franchisor currently does not have any local or regional advertising cooperatives, but reserves the right to establish them in the future. Franchisee must participate in any advertising cooperative that Franchisor requires for the purpose of creating and/or purchasing advertising programs for the benefit of all franchisees operating within a particular region. Members of the cooperative will be responsible for administering the cooperative, including determining the amount of contributions from each member

which must be approved by Franchisor, but in no event shall such contributions exceed 2% of Gross Revenues. Franchisor may require that each cooperative operate with governing documents and prepare annual unaudited financial statements. Franchisor may form, change, dissolve or merge any advertising cooperative. Franchisee's participation in any cooperative must be in compliance with the provisions of the Brand Standards Manual, which Franchisor may periodically modify. Franchisor has the right to determine the composition of all geographic territories and market areas for each advertising cooperative. Franchisees in each cooperative will contribute an amount to the cooperative for each Franchised Business that the franchisee owns that exists within any cooperative's geographic area. Each Fas-Tes® business Franchisor owns that exists within the cooperative's area will contribute to the cooperative on the same basis as franchisees.

13. RECORDS AND REPORTS

A. ACCOUNTING AND RECORDS

During the Term, Franchisee will, at its own expense, maintain, and preserve for at least five years from the date of their preparation, full, complete and accurate books, records and accounts including, but not limited to, service contracts with its customers, employment agreements, employment time records, purchase orders, payroll records, check stubs, bank statements, financial statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of EFT transactions and accounting and other records maintained on computer systems in accordance with generally accepted accounting principles, and any other information required in writing by Franchisor (the "Business Records") in the form and manner Franchisor prescribes in the Brand Standards Manual or otherwise in writing.

B. REPORTS AND TAX RETURNS

Franchisee must furnish to Franchisor copies of the Business Records and reports designated by Franchisor and other information and supporting records as Franchisor prescribes. All financial statements, reports and information must be on forms approved by Franchisor and signed and verified by Franchisee.

Franchisee must maintain readily available for inspection by Franchisor, and must furnish to Franchisor upon its request, exact copies of all state sales tax returns and portions of Franchisee's federal and state income tax returns which fairly represent the operation of the Franchised Business. In addition, Franchisee, at its expense, must furnish to Franchisor (and its agents) for inspection or audit the Business Records. Franchisee must make available all Business Records requested by Franchisor at locations Franchisor reasonably requests (including Franchisor's office), and must afford Franchisor (and its agents) full and free access to such Business Records during regular business hours. Franchisor (and its agents) has the right to make extracts from, and copies of, all Business Records.

14. INSPECTION, AUDITS AND STEP-IN RIGHTS

A. THE FRANCHISOR'S RIGHT TO INSPECT THE FRANCHISED BUSINESS

To determine whether Franchisee is complying with this Franchise Agreement, Franchisor has the right at any time during business hours, and without prior notice to Franchisee, to inspect the Business Records and the Franchised Business and all the records, reports and information related thereto. Franchisee must fully cooperate with representatives of Franchisor making any such inspection. Any evaluation or inspection Franchisor conducts is not intended to exercise control over Franchisee's day-to-

day operation of Franchisee's Franchised Business or to assume any responsibility for Franchisee's obligations under this Agreement.

B. THE FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS

Franchisor has the right at any time during business hours, without prior notice to Franchisee, to examine or audit, or cause to be examined or audited, the Business Records, and cash control devices, bookkeeping and accounting records, bank statements, sales and income tax records and returns and other books and records of the Franchised Business and the books and records of any corporation, partnership or limited liability company which holds or has an ownership interest in the Franchise. Franchisee must fully cooperate with representatives of Franchisor and independent accountants hired by Franchisor to conduct any examination or audit.

If any examination or audit discloses an understatement of Gross Revenue, Franchisee must pay to Franchisor, within 15 days after receipt of the examination or audit report, the Royalty Fees due on the amount of the understatement, plus interest (at the rate and on the terms provided in this Franchise Agreement) from the date originally due until the date of payment. Further, if the examination or audit is made necessary by the failure of Franchisee to furnish reports, supporting records, financial statements or other documents or information, as required, or failure to furnish reports, records, financial statements, documents or information on a timely basis, or if an understatement of Gross Revenue for any month is determined by any examination or audit to be greater than two percent (2%) of reported Gross Revenue, Franchisee must reimburse Franchisor for the cost of the audit or examination, including the charges of any independent accountants and the travel expenses, room and board and compensation of employees of Franchisor. The foregoing remedies are in addition to all other remedies and rights of Franchisor under applicable law.

Notwithstanding any forms and documents which Franchisee may have executed, Franchisee appoints Franchisor its true and lawful attorney-in-fact with full power and authority for the sole purpose of obtaining any and all returns and reports Franchisee files with any state and/or federal taxing authority. This power of attorney survives the expiration or termination of this Franchise Agreement.

C. STEP-IN RIGHTS

In order to prevent any interruption of the Franchised Business operations which would cause harm to the Franchised Business, thereby depreciating the value thereof, Franchisor shall have the right, but not the obligation, to step in and designate an individual or entity of Franchisor's choosing (an "Interim Manager") to manage Franchisee's Franchised Business and maintain the operations of the Franchised Business if: (i) Franchisee fails to comply with any provision of this Franchise Agreement and does not cure the failure within the time period specified by the Franchise Agreement; (ii) Franchisor determines in its sole judgment that the operation of the Franchised Business is in jeopardy; (iii) if Franchisee abandons or fails to actively operate the Franchised Business; (iv) upon the Franchisee's (or a Principal's or Designated Manager's) or any owner's absence, termination, illness, death, incapacity or disability; or (v) if Franchisor deems Franchisee or its management or ownership incapable of operating the Franchised Business ("Step-in Rights").

If Franchisor exercises the Step-In Rights: (a) the Interim Manager will have no liability to Franchisee except to the extent directly caused by its gross negligence or willful misconduct; (b) Franchisor will have no liability to Franchisee for the activities of an Interim Manager unless Franchisor is grossly negligent in appointing the Interim Manager; (c) Franchisee will defend, indemnify and hold Franchisor harmless for and against any of the Interim Manager's actions or omissions; (d) Franchisee must pay Franchisor or its Affiliate a daily management fee of $500 per day for every day the Franchised

Business is managed by the Interim Manager, plus all costs and expenses incurred by the Interim Manager Franchisor including Franchisor's reasonable attorney, accountant and other professional fees and costs; and (e) Franchisor will maintain, in a separate account, all receipts which the Franchised Business generates and will deduct from such account and pay all expenses of the Franchised Business, which will include the Royalty Fees, National Brand Fund contributions, advertising contributions, amounts due for purchases from Franchisor or its affiliates, or other payments due to Franchisor or its affiliates. Franchisor's appointment of an Interim Manager of the Franchised Business does not relieve Franchisee's obligations under this Franchise Agreement, and Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Franchised Business or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Franchised Business during any period in which it is managed by the Interim Manager.

Nothing contained herein shall prevent Franchisor from exercising any other right which Franchisor may have under this Franchise Agreement, including, without limitation, termination of this Franchise Agreement.

15. TRANSFER OF INTEREST

A. BY THE FRANCHISOR

Franchisor has the right to transfer or assign this Franchise Agreement and all or any part of its rights or obligations to any person or legal entity without the consent of Franchisee or any Principal.

B. FRANCHISEE MAY NOT ASSIGN OR SELL SUBSTANTIALLY ALL OF ITS ASSETS WITHOUT APPROVAL OF THE FRANCHISOR

Franchisee acknowledges and agrees that the rights and duties created by this Franchise Agreement are personal to Franchisee and the Principals and that Franchisor entered into this Franchise Agreement in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee and the Principals. Unless otherwise expressly permitted by the terms of this Franchise Agreement, any assignment, sale, conveyance, pledge, sublicense or sub-franchise arrangement or any other attempted transfer (in each case a "Transfer"), either directly or indirectly, of (1) any interest in this Franchise Agreement, (2) any interest in the Franchised Business, (3) any of the assets of Franchisee related to the operation of the Franchised Business, (4) any or all of the ownership interests in Franchisee or any Principal (including by merger or consolidation, by issuance of additional securities, by conversion, by creation of an additional interest, through a divorce proceeding, by will or transfer in trust or the laws of the intestate succession) without Franchisor's prior written approval (subject to Section 15.C. below) shall be void and have no effect and shall not transfer any rights to or interests in this Franchise Agreement, the Franchised Business or Franchisee, and shall be deemed a material breach of this Franchise Agreement by Franchisee and the Principals.

C. CONDITIONS FOR APPROVAL OF ASSIGNMENT OR SALE OF ASSETS

If Franchisee and the Principals are in full compliance with this Franchise Agreement, Franchisor shall not unreasonably withhold its approval of a Transfer, provided that the proposed assignee, buyer, or other transferee and all Principals thereof (the "Transferee") is of good moral character and has sufficient business experience, aptitude and financial resources to own and operate the Franchised Business and otherwise meets Franchisor's then applicable standards for franchisees, and further provided that Franchisor may require that any one or more of the following conditions be met before, or concurrently with, the effective date of any Transfer:

(1) all of the accrued monetary obligations and all other obligations of Franchisee (or any of its affiliates) to Franchisor (or any of its affiliates) arising under this Franchise Agreement or any other agreement between Franchisee (or any of its affiliates) and Franchisor (or any of its affiliates) must be satisfied in a timely manner and Franchisee must satisfy all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(2) Franchisee and its affiliates must not be in default of any provisions of this Franchise Agreement, any amendment or any successor agreement, or any other agreement between Franchisee (or any of its affiliates) and Franchisor (or any of its affiliates), and Franchisee must have substantially and timely complied with all the terms and conditions of all agreements during the Term;

(3) to the extent allowed under applicable law, the Franchisee and the Principals (if applicable) must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, its affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, of any and all claims including claims arising under this Franchise Agreement and claims made under federal, state and local laws, rules and regulations;

(4) the Transferee must submit to a criminal and credit background investigation;

(5) the Transferee will be required to, at Franchisor's election, either (a) enter into a written agreement, in a form satisfactory to Franchisor, assuming full, unconditional, joint and several liability for, and agreeing to perform from the date of the Transfer, all obligations, covenants and agreements contained in this Franchise Agreement; or (b) execute the standard form franchise agreement then being offered to new franchisees, and such other ancillary agreements as Franchisor may require, including but not limited to the then-current form of guaranty and owners agreement, which agreements may differ from the terms in this Franchise Agreement, but the Transferee will not be required to pay any initial franchise fee; Transferee's spouse (if Transferee is an individual) and Transferee's shareholders, partners, members, holders of direct or indirect beneficial interests in the securities of Transferee, or other investors, as applicable (if Transferee is a corporation, partnership, or limited liability company), must execute such agreements as Transferee's principals as Franchisor may require and guarantee the performance of all obligations, covenants and agreements by Transferee;

(6) the Transferee, at its expense, must renovate, modernize and otherwise upgrade the Franchised Business to conform to the then-current standards and specifications of the System, including, but not limited to, transitioning any new software Franchise may require, and must complete the upgrading and other requirements within the time period Franchisor reasonably specifies;

(7) Franchisee must remain liable for all the obligations to Franchisor in connection to the Franchised Business incurred before the effective date of the Transfer and must execute any and all instruments Franchisor reasonably requests to evidence that liability;

(8) the Transferee, the Transferee's operating principal, general manager and/or any other applicable Franchised Business personnel must successfully complete any training programs then in effect for franchisees of Franchised Businesses upon terms and conditions Franchisor reasonably requires;

(9) Franchisee or Transferee must pay a transfer fee to Franchisor of $12,500, plus (i) $7,500 to cover professional fees/costs, unpaid vendors, tail insurance coverage or other similar amounts, with any unused balance of $7,500 returned, and (ii) any third-party broker's fees, commissions or other placement fees as a result of the Transfer;

(10) Franchisor must approve the material terms and conditions of the Transfer and determine that the price and terms of payment are not so burdensome as to materially affect the future operations of the Franchised Business by the Transferee;

(11) Franchisee and each Principal must execute a non-competition covenant in favor of Franchisor and the Transferee, agreeing that for a minimum period of two years, commencing on the effective date of the Transfer, each of them and all members of their immediate families will not:

(a) Divert, or attempt to convert any business or customer of any Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System; or

(b) Own, maintain, operate, engage in, or have any financial or beneficial interest (including the interest in corporations, partnerships, limited liability companies, trusts, unincorporated associations or joint ventures), or advise, assist or make loans to any Competitive Business (as defined above in Section 6, paragraph C (3)) that is located within or that is intended to be located within the Territory granted Franchisee or within the Territory granted a franchisee within the System or within a 25) mile radius, as of the date of such Transfer, of the premises of the Franchised Business, or within a 25) mile radius, as of the date of such Transfer, of the location of any existing Franchised Business, any Franchised Business under construction or any planned Franchised Business where land has been purchased or a lease has been executed by Franchisor, an affiliate or by any franchisee.

(12) Franchisee must enter into an agreement with Franchisor agreeing to subordinate any of Franchisee's rights against Transferee (such as for deferred purchase price) to Franchisor's rights against Transferee (such as for Royalty Fees).

Franchisor's consent to a Transfer does not constitute a waiver of any claims it may have against Franchisee, nor is it deemed a waiver of Franchisor's right to demand exact compliance by the Transferee with the terms of any agreement between Franchisor and Transferee.

Franchisor reserves the right to discuss with and disclose information Franchisor determines may be relevant to a prospective Transferee's decision with respect to a contemplated transfer of Franchisee's Franchised Business, including, but not limited to, information regarding (a) the services Franchisee is currently providing, and/or (b) licenses required by the state in which Franchisee operates the Franchised Business. Franchisee acknowledges and agrees that Franchisor may withhold approval of a Transfer to a Transferee if Franchisor determines that the consideration to be paid by the prospective Transferee to the Franchisor for the Franchised Business exceeds the fair market value of the Franchised Business.

D. DEATH AND DISABILITY

Upon the death, permanent disability, of Franchisee (or a Principal or Designated Manager), the executor, administrator, conservator or other personal representative of that person, or the remaining

Principals, must appoint a competent manager within a reasonable time, not to exceed 30 days from the date of death, permanent disability, absence, or termination. The person appointed must be approved by Franchisor through Franchisor's customary process and must complete Franchisor's training program. If the Franchised Business is not being managed by a Designated Manager or other approved manager within 30 days after death or permanent disability, Franchisor is authorized, but is not required, to immediately exercise the Step-In Rights and appoint an Interim Manager in accordance with Section 14.C of this Franchise Agreement for up to 90 consecutive days at a time. In this event, Franchisee's Principal, executor, administrator, conservator or other personal representative must comply with all of Franchisor's Step-In Rights set forth in Section 14.C of this Franchise Agreement, including payment of the management fee set forth therein.

Upon the death or permanent disability of Franchisee (or a Principal who has been approved by Franchisor as a manager of the Franchised Business), the executor, administrator, conservator or other personal representative must also transfer such Franchisee's or Principal's interest within a reasonable time, not to exceed 12 months from the date of death or permanent disability, to a person or entity approved by Franchisor. Approval of such a transfer will not be unreasonably withheld. Transfers, including transfers by devise or inheritance, are subject to all the terms and conditions for assignments and transfers contained in Paragraphs B and C of this Section 15. Failure to transfer such interest within the 12-month time-period constitutes grounds for termination under Section 17.C. of this Franchise Agreement.

E. ASSIGNMENT TO AN ENTITY CONTROLLED BY FRANCHISEE

Upon 30 days' prior written notice to Franchisor, the Franchised Business and the assets and liabilities of the Franchised Business may be assigned, by an agreement in form and substance approved by Franchisor, to an entity that conducts no business other than the Franchised Business (or other Franchised Businesses under franchise agreements granted by Franchisor), which is actively managed by Franchisee and in which Franchisee owns and controls not less than fifty-one percent (51%) of the voting power for such entity. Any such assignment does not relieve Franchisee's obligations under this Franchise Agreement, and Franchisee remains jointly and severally liable for all such obligations. The organizational documents of such entity must restrict transfers of its equity interests in accordance with the terms of Paragraphs B and C of Section 15 of this Franchise Agreement and all issued and outstanding equity certificates of the entity must bear a legend referring to the restrictions of Paragraphs B and C. There is no assignment fee due for this transfer.

If Franchisee is an entity, any person who has or acquires beneficial ownership of Franchisee must execute an agreement in form furnished or approved by Franchisor undertaking to be bound jointly and severally by all provisions of this Franchise Agreement. Upon Franchisor's request, Franchisee must furnish to Franchisor a certified copy of the organizational documents of Franchisee and a list, in a form acceptable to Franchisor, of all persons having beneficial ownership (and the percentage of their respective ownership interests) in Franchisee.

F. PUBLIC OR PRIVATE OFFERINGS

If Franchisee or any Principal, subject to the restrictions and conditions of transfer contained in this Section 15, attempts to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures or general or limited partnership interests) in Franchisee or one of its affiliates, Franchisee, recognizing that the written information used may reflect upon Franchisor, agrees to submit any written information to Franchisor before its inclusion in any registration statement, prospectus or similar offering circular or memorandum. The written consent of Franchisor pursuant to this Paragraph F does not imply or constitute the approval of Franchisor with respect to the method of financing, the

offering literature submitted to Franchisor or any other aspect of the offering. No information respecting Franchisor or any of its affiliates shall be included in any securities disclosure document, unless the information has been furnished by Franchisor, in writing, pursuant to the written request of the Franchisee, stating the specific purpose for which the information is to be used. If Franchisor objects to any reference to Franchisor or any of its affiliates or any of their businesses in any registration statement, offering literature or prospectus, the registration statement, offering literature or prospectus shall not be used unless and until the objections of Franchisor are withdrawn. Franchisor assumes no responsibility for the offering whatsoever.

The prospectus or other literature utilized in any offering must contain the following language in bold-face type on the first textual page:

> "NEITHER FRANCHISOR NOR ANY OF ITS AFFILIATES IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER FRANCHISOR NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY WITH RESPECT TO THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION SET FORTH, INCLUDING ANY STATEMENTS MADE WITH RESPECT TO ANY OF THEM. NEITHER FRANCHISOR NOR ANY OF ITS AFFILIATES ENDORSES OR MAKES ANY RECOMMENDATION WITH RESPECT TO THE INVESTMENT CONTEMPLATED BY THIS OFFERING."

Franchisee and each of its owners agree to indemnify, defend and hold harmless Franchisor and its affiliates, and their respective shareholders, members, officers, directors, employees and agents, from any and all claims, demands, liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in the defense of claims, demands or liabilities, arising from the offer or sale of securities, whether asserted by a purchaser of any security or by a governmental agency.

G. THE FRANCHISOR'S RIGHT OF FIRST REFUSAL

If Franchisee or any Principal at any time attempts to sell or to transfer for consideration all or substantially all of the Franchised Business or an ownership interest in Franchisee, Franchisee (or such Principal, as the case may be) must submit to Franchisor any bona fide written offer executed by a responsible purchaser and must disclose the identity of such purchaser to Franchisor. For a period of ten (10) days after Franchisor receives a copy of such offer, Franchisor has the right, exercisable by written notice delivered to Franchisee, to purchase the interest which is the subject of the offer for the price and on the terms and conditions contained in the offer, provided that Franchisor may substitute cash for any form of payment proposed in the offer and has a minimum of thirty (30) days to prepare for closing. If Franchisor does not exercise this right of first refusal within the ten (10) day period, Franchisee (or such Principal) may complete the sale to the purchaser pursuant to and on the terms of the offer and in accordance with Paragraphs B and C of this Section 15, provided that if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of the terms of the original offer to Franchisor, or if there is a material change in the terms of such offer, Franchisor shall again have the right of first refusal set forth above.

16. RENEWAL OF FRANCHISE

A. FRANCHISEE'S RIGHT TO RENEW

If, upon expiration of the Initial Term of the Franchise, Franchisee has during the Term of this Franchise Agreement substantially complied with all its material provisions and agrees to comply with the specifications and standards then applicable for new Franchised Businesses, then Franchisor may

provide Franchisee with a right to renew its rights to operate the Franchised Business for an additional term equal to the then-customary initial term granted under Franchisor's then-current form of standard Franchise Agreement. Franchisor has the right to charge Franchisee a renewal fee of $10,000, which must be paid at the time of execution of the renewal Franchise Agreement.

B. NOTICE OF RENEWAL AND NONRENEWAL

In order for Franchisee to have the right to renew as provided in Section 16.A., Franchisor must receive written notice from Franchisee of Franchisee's desire to exercise its right to renew at least one hundred eighty (180) days before the expiration of the Initial Term. If Franchisor does not receive such written notice at least one hundred eighty (180) days before the expiration of the Initial Term, this Franchise Agreement shall expire at the end of the Initial Term.

If Franchisor does receive such written notice from Franchisee at least one hundred eighty (180) days before the expiration of the Initial Term, then Franchisor will determine whether to grant Franchisee the right to renew based on the conditions set forth in this Section 16. If Franchisor determines that it will not grant Franchisee the right to renew the Franchise, Franchisor will give Franchisee written notice (the "Notice of Nonrenewal") of its determination at least one hundred twenty (120) days before the expiration of the Initial Term. The Notice of Nonrenewal from Franchisor will state the reasons for Franchisor's refusal to renew the Franchise.

If the reasons cited by Franchisor in the Notice of Nonrenewal are curable, and are then in fact cured by Franchisee, as reasonably determined by Franchisor, within sixty (60) days of the date of Franchisor's Notice of Nonrenewal, then the Notice of Nonrenewal will be of no further effect and Franchisee will be allowed to renew as provided in Section 16.A. If the reasons stated in the Notice of Nonrenewal are not curable, as determined by Franchisor, or if curable but are not cured by Franchisee within the sixty (60) days cure period, then this Franchise Agreement and all rights granted herein shall not be renewed and will expire at the end of the Initial Term and be subject to Section 16.E. The reasons stated in the Notice of Nonrenewal which are not curable, include, without limitation, the insolvency of Franchisee, the occurrence of an assignment for the benefit of creditors by Franchisee, Franchisee's filing of a petition in bankruptcy, or Franchisee's failure during the Initial Term to comply with the directives of the Franchisor, or with Franchisor's standards.

C. RENEWAL AGREEMENTS

As a condition precedent to the renewal of the Franchise, Franchisee (and the owners, partners, or members of Franchisee, if Franchisee is a corporation, partnership or limited liability company) must pay the renewal fee and execute the then-current form of the Franchise Agreement and any ancillary agreements, including owners agreements and personal guaranties, Franchisor then customarily uses in the grant of franchises for the ownership and operation of a Franchised Business (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise), and which may contain terms and conditions which are materially different from those in Franchisee's previous Franchise Agreement, such as, but without limitation, increases in the Performance Standard, differences in the territory rights, increases in the renewal fee, increases in other fees and implementing new fees.

As a further condition precedent to the renewal of the Franchise, Franchisee and its owners, partners or members must execute (to the extent allowed under applicable law) general releases, in form and substance satisfactory to Franchisor, releasing any and all claims against Franchisor and its affiliates, shareholders, members, officers, directors, employees and agents. Failure by Franchisee and its owners, partners or members to sign agreement(s) and releases within thirty (30) days after delivery to Franchisee is deemed an election by Franchisee not to renew the Franchise.

D. CONDITIONS FOR RENEWAL

In addition to the conditions and requirements stated above in this Section 16, any or all of the following conditions, as determined by Franchisor, may be required to be satisfied either before or at the time of renewal:

(1) Franchisee must not be in default of any provision of this Franchise Agreement, any amendment or successor or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates, and Franchisee must have substantially and timely complied throughout the Term with all the terms and conditions of this Franchise Agreement and all agreements related to the Franchised Business;

(2) Franchisee must have satisfied all monetary obligations and all other obligations owed by Franchisee (or any of its affiliates) to Franchisor (or any of its affiliates) under this Franchise Agreement or any other agreement between Franchisee (or any of its affiliates) and Franchisor (or any of its affiliates), and Franchisee must have timely met those obligations throughout the terms of those agreements;

(3) Franchisee must present satisfactory evidence that Franchisee has the right to remain in possession of the premises then occupied by the Franchised Business or obtain Franchisor's approval of a new site for the operation of the Franchised Business office;

(4) Franchisee must have provided Franchisor with written notice of Franchisee's desire to exercise its right to renew at least one hundred eighty (180) days before the expiration of the current Term;

(5) Franchisee must comply with Franchisor's then-current qualification and training requirements;

(6) Franchisee must have executed the then-current form of the Franchise Agreement and any ancillary agreements or documents required by Franchisor, including a general release of claims; and

(7) Franchisee must upgrade or remodel the premises of the Franchised Business to comply with Franchisor's standards.

E. EXPIRED AGREEMENT

If Franchisee does not sign a new franchise agreement and initiate and comply with the renewal procedures outlined in this Section 16 prior to the expiration of this Franchise Agreement and continues to accept the benefits of this Franchise Agreement after the expiration of this Franchise Agreement, then, at the option of Franchisor, this Franchise Agreement may be treated either as:

(1) expired as of the date of expiration with Franchisee then operating without a Franchise to do so and in violation of Franchisor's rights; or

(2) continued on a month-to-month basis (the "Interim Period") until Franchisor or Franchisee provides the other party with written notice of such party's intention to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Franchise Agreement had not

expired, and all obligations and restrictions imposed upon Franchisee on the expiration of this Franchise Agreement shall be deemed to take effect upon the termination of the Interim Period.

17. TERMINATION

Franchisee acknowledges and agrees that each of Franchisee's obligations described in this Franchise Agreement is a material and essential obligation of Franchisee; that nonperformance of any such obligations will adversely and substantially affect Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

A. Franchisee shall be in default under this Franchise Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee for any one of the following material breaches:

(1) Franchisee has made a general assignment for the benefit of creditors;

(2) a petition in bankruptcy is filed under any chapter of Title 11 of the United States Code by Franchisee;

(3) a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's Franchised Business or assets is filed and consented to by Franchisee;

(4) a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction;

(5) proceedings for a composition with creditors under any State or Federal law should be initiated by or against Franchisee;

(6) a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed);

(7) Franchisee is dissolved;

(8) execution is levied against Franchisee's Franchised Business or property;

(9) a suit to foreclose any lien or mortgage against the premises of any Franchised Business operated hereunder is instituted against Franchisee and not dismissed within thirty (30) days;

(10) the real or personal property of the Franchised Business operated hereunder shall be sold after levy thereupon by any sheriff, marshal or law enforcement officer; or

(11) Franchisee violated a material provision of any other agreement with Franchisor, including, but not limited to, any other franchise agreement, and such violation is non-curable or is curable and Franchisee has failed to effect a cure within the applicable cure period.

B. Franchisee is deemed to be in material default of this Franchise Agreement and Franchisor may, at its option, terminate this Franchise Agreement and all rights granted without granting Franchisee any opportunity to cure the default, effective immediately upon written notice to Franchisee, upon the occurrence of any of the following events:

(1) If Franchisee fails on three (3) or more separate occasions within the Term of this Franchise Agreement to comply with a material provision of this Franchise Agreement, whether or not failure to comply is corrected after notice is sent to Franchisee;

(2) If Franchisee fails to open the Franchised Business within the period specified in this Franchise Agreement;

(3) If Franchisee, any of the Principals, or any Designated Manager of the Franchised Business has ever been or is convicted of, or has ever entered or enters a plea of nolo contendere to, a felony, a crime involving moral turpitude, or any other crime or offense Franchisor believes is reasonably likely to have an adverse effect on the System, the Licensed Marks, the goodwill, or Franchisor's interests;

(4) If an immediate threat or danger to the health or safety of Franchisee's customers or the public in general results from the operation of the Franchised Business;

(5) If Franchisee provides Approved Services or non-approved services in another franchisee's Territory without the express written approval of such franchisee;

(6) If Franchisee or any of its Principals provides Approved Services from any other business or by any other entity not operated as a Franchised Business;

(7) If Franchisee provides any service not authorized by Franchisor;

(8) If Franchisee makes any unauthorized use of the Licensed Marks;

(9) If Franchisee abandons or surrenders the premises of the Franchised Business or fails to actively operate the Franchised Business;

(10) If Franchisee has made a material misrepresentation or omission in the application for the Franchise;

(11) If Franchisee makes an unauthorized assignment or transfer of this Franchise Agreement, the Franchised Business or an ownership interest in the Franchisee; or

(12) If Franchisee fails to comply with Anti-terrorism laws.

C. Franchisor has the right to terminate this Franchise Agreement by providing Franchisee thirty (30) days prior written notice of the termination for a material default, stating the material default constituting good cause for termination. For purposes of this Franchise Agreement, a material default constituting good cause includes any default set forth below or any other material breach of this Franchise Agreement or Franchisee's failure to comply substantially with the essential and reasonable requirements imposed upon Franchisee by Franchisor. The written notice of termination shall give Franchisee thirty (30) days in which to cure the matter giving rise to the good cause for termination. Termination shall be effective upon the expiration of the thirty (30) day notice period and Franchisee's failure to cure the material default or Franchisee's failure to comply substantially with the essential and reasonable requirements imposed upon Franchisee by Franchisor. It shall be a material default of this Franchise Agreement if Franchisee and/or any of the Principals or Designated Managers and/or the Franchised Business do any of the following:

(1) Fails to obtain lawful possession of an Approved Location for the Franchised Business as required pursuant to this Franchise Agreement, or fails to develop the Franchised Business or open the Franchised Business for business as required pursuant to this Franchise

Agreement, or fails to satisfactorily complete the Initial Training Program as required pursuant to this Franchise Agreement;

(2) Fails to attend any supplemental or refresher training programs required pursuant to this Franchise Agreement;

(3) Makes any unauthorized use or disclosure of the Confidential Information or the Brand Standards Manual;

(4) Fails to timely pay Royalty Fees, interest, National Brand Fund or advertising contributions, amounts due for purchases from Franchisor or its affiliates, or other payments due to Franchisor or its affiliates;

(5) Fails to comply with the Performance Standard;

(6) Fails to timely pay amounts due to trade accounts in the operation of the Franchised Business;

(7) Violates any of the covenants contained in this Franchise Agreement;

(8) Engages in any behavior or takes any action that harms, or could potentially harm, the Licensed Marks or the Fas-Tes Labs brand, as determined by Franchisor; or

(9) Fails to comply with any other provision of this Franchise Agreement or any mandatory specification, standard or operating procedures prescribed by Franchisor, including any procedure or requirement set forth in the Brand Standards Manual.

D. All obligations of Franchisee which expressly or by their nature survive or are intended to survive the expiration or termination of this Franchise Agreement shall continue in full force and effect subsequent to and not withstanding its expiration or termination of this Franchise Agreement until they are satisfied in full or by their nature expire.

18. POST-TERMINATION AND POST-EXPIRATION OBLIGATIONS

A. Upon termination or expiration of this Franchise Agreement for any reason, all rights granted to Franchisee shall immediately terminate and Franchisee must:

(1) immediately cease to operate the Franchised Business under this Franchise Agreement and must not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

(2) immediately and permanently cease to use, in any manner whatsoever, any confidential methods, computer software, procedures and techniques associated with the System, and must immediately and permanently cease to communicate or order products from approved suppliers, must immediately and permanently cease to use the Licensed Marks and distinctive forms, slogans, signs, symbols and devices associated with the System. Franchisee must cease to use, without limitation, all signs, advertising materials, displays, stationery, forms and any other articles which display the Licensed Marks;

(3) immediately pay to Franchisor, within fifteen (15) days after the effective date of termination or expiration (without renewal) of the Franchise, all outstanding Royalty Fees and advertising contributions, interest due Franchisor or its affiliates on any of the foregoing.

Contemporaneously with payment, Franchisee must furnish a complete accounting of all amounts owed to Franchisor and its affiliates;

(4) at Franchisee's expense, immediately make modifications or alterations as are necessary to distinguish the Franchised Business office so clearly from its former appearance and other Franchised Businesses as to prevent any possibility of confusion by the public (including removal of all distinctive physical and structural features identifying Franchised Businesses and removal of all distinctive signs and emblems). The determination that the appearance or identifying features of such office may be associated with a Franchised Business, could possibly cause confusion by the public, and thus require removal shall be made by Franchisor. Franchisee expressly acknowledges that its failure to make alterations will cause irreparable injury to Franchisor and consents to entry, at Franchisee's expense, of any order, by any court of competent jurisdiction, authorizing Franchisor or its agents to take action, if Franchisor seeks such an order;

(5) take any action required to cancel all fictitious or assumed names or equivalent registrations relating to any of the Licensed Marks;

(6) notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with the Licensed Marks to authorize transfer of same to or at the direction of Franchisor and to execute any and all documents that may be required to effect such notification or authorization. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with the Licensed Marks, and Franchisee authorizes Franchisor, and appoints Franchisor and any officer of Franchisor as its attorney-in-fact, to direct the telephone company and all listing agencies to transfer same to Franchisor or at its direction, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept this direction or this Franchise Agreement as conclusive of the exclusive right of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer;

(7) pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Franchise Agreement and, after the termination or expiration of this Franchise Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Franchise Agreement;

(8) immediately deliver to Franchisor all Brand Standards Manuals, software licensed by Franchisor, records, files, instructions, correspondence, all materials related to operating the Franchised Business, including, without limitation, agreements, invoices, and any and all other materials relating to the operation of the Franchised Business in Franchisee's possession or control, and all copies of the same (all of which are acknowledged to be Franchisor's property). Franchisee must not retain any copy or record of any of the foregoing, except Franchisee's copy of this Franchise Agreement, any correspondence between the parties, and any other documents which Franchisee reasonably needs for compliance with any provision of law;

(9) comply with the restrictions on Confidential Information contained in this Franchise Agreement and with the non-competition covenants contained in this Franchise Agreement. Any other person required to execute similar covenants pursuant to this Franchise Agreement must also comply with the covenants; and

(10) furnish to Franchisor, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to Franchisor of Franchisee's compliance with the foregoing obligations.

B. Franchisor is entitled to assign any or all of its options under this Section 18 to any other party without the consent of Franchisee.

C. Franchisee and the Principals specifically acknowledge that pursuant to this Franchise Agreement, Franchisee and the Principals will receive valuable specialized training, Trade Secrets and Confidential Information, including, without limitation, information regarding the operation, sales, promotional and marketing methods and techniques of Franchisor and the System. Franchisee and the Principals further acknowledge that this information is beyond their present skills and experience and that it will provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business. Gaining access to this specialized training, Trade Secrets and Confidential Information is, therefore, a primary reason Franchisee and the Principals they are entering into this Franchise Agreement. In consideration for such training, Trade Secrets, Confidential Information and rights, Franchisee and each Principal covenant that commencing upon the expiration, termination, or transfer of all of Franchisee's interest in this Franchise Agreement and continuing for two (2) years thereafter, neither Franchisee, nor any of the Principals, shall directly or indirectly, for themselves, or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company, corporation or other entity or arrangement:

(1) Divert, or attempt to convert any business or customer of any Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System; or

(2) Own, maintain, operate, engage in, or have any financial or beneficial interest (including the interest in corporations, partnerships, limited liability companies, trusts, unincorporated associations or joint ventures) advise, assist or make loans to any Competitive Business (as defined above in Section 6, paragraph C (3)) that is located within or that is intended to be located within the Territory granted Franchisee or within the Territory granted a franchisee within the System or within a twenty-five (25) mile radius of the premises of the Franchised Business granted by this Franchise Agreement or within a twenty-five (25) mile radius of the premises of any existing Franchise, any Franchise under construction or any planned Franchise where land has been purchased or a lease has been executed by Franchisor, an affiliate or any franchisee.

The parties acknowledge and agree that each of the covenants contained in this Section 18 are reasonable limitations as to time, geographic area and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interest of Franchisor. The parties agree that each of the covenants in this Section 18 shall be construed as independent of any other covenant or provision of this Franchise Agreement. If all or any portion of any covenant in this Section 18 is held unenforceable or unreasonable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of that covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 18.

D. All obligations of the Franchisee which expressly or by their nature survive the expiration or termination of this Franchise Agreement continue in full force and effect after its expiration or termination and until they are satisfied or expire.

19. FRANCHISOR'S RIGHT TO PURCHASE ASSETS OF THE FRANCHISED BUSINESS

A. Upon the termination of this Franchise Agreement by Franchisor in accordance with the terms and conditions hereof, or upon expiration of this Franchise Agreement (without the approved transfer to a successor franchisee), Franchisor shall have the option (which Franchisor has the right to assign), exercisable by giving written notice thereof within sixty (60) days from the date of such expiration or termination, to purchase from Franchisee all the tangible assets used or useful in the operation of the Franchised Business. Franchisor or its assignee shall be entitled to all customary warranties and representations given by the seller of a business including, without limitation, representations and warranties as to (i) ownership, condition and title to assets; (ii) absence of liens and encumbrances relating to the assets; and (iii) validity of contracts and liabilities, inuring to Franchisor or affecting the assets, contingent or otherwise.

B. If the Franchisor exercises its option to purchase some or all of the assets as provided above, the purchase price for the assets of the Franchised Business shall be the fair market value, determined as of the date of termination or expiration of this Franchise Agreement, of the equipment, computer hardware, software, furniture, fixtures, and signs of the Franchised Business, provided that the fair market value shall not contain any amount or factor for any trademark, service mark or other commercial symbol used in connection with the operation of the Franchised Business, or for any goodwill for the Franchised Business. Franchisee agrees that customer lists are Trade Secrets of the Franchisor and Franchisee shall receive no value whatsoever for current customers, customer lists, or for any business generated by Franchisee. Any assets purchased hereunder which do not meet quality standards of Franchisor may also be excluded from the purchase price or ascribed no value. The length of the remaining term of the lease or sublease for the site of the Franchised Business shall also be considered in determining the fair market value of the assets.

C. Fair market value shall be determined by an independent appraiser selected by Franchisor and Franchisee, and if they are unable to agree on an appraiser within thirty (30) days after notice from Franchisor exercising the option to purchase, Franchisor and Franchisee shall each select one appraiser, who shall select a third appraiser, and the fair market value shall be deemed to be the average of the three (3) independent appraisals. The purchase price shall be paid in cash, a cash equivalent, or marketable securities of equal value at the closing of the purchase, which shall take place no later than thirty (30) days after receipt by the parties of the results of the appraisal. Franchisee shall deliver at closing all instruments transferring to Franchisor or its assignee: good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interests acceptable to Franchisor or its assignee), with all sales and other transfer taxes paid by Franchisee; all transferable licenses and permits of the Franchised Business; and the lease or sublease for the site. Franchisor shall have the right to set off against and reduce the purchase price by any and all amounts owed by Franchisee to Franchisor, and the amount of any encumbrances or liens against the assets or any obligations assumed by Franchisor.

D. If Franchisor or its assignee exercises this option to purchase, pending the closing of such purchase as herein above provided, Franchisor shall have the right to appoint a manager to maintain the operation of the Franchised Business, or to require Franchisee to close the Franchised Business during such time period without removing any assets from the site where the Franchised Business was located. Franchisee shall maintain in force all insurance policies required pursuant to this Franchise Agreement until the date of closing. If the site is leased, Franchisor agrees to use reasonable efforts to effect a termination of the existing lease for the site and enter into a new lease on reasonable terms. In the event Franchisor is unable to enter into a new lease, Franchisor will indemnify and hold harmless Franchisee from any ongoing liability under the lease from the date Franchisor assumes possession of the site.

20. ENFORCEMENT

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Franchise Agreement, each section, paragraph, term and provision of this Franchise Agreement, is considered severable and if, for any reason, any portion of this Franchise Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, other portions of this Franchise Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties to this Franchise Agreement; provided, however, that any portion of this Franchise Agreement held to be invalid shall be deemed not to be a part of this Franchise Agreement from the date the time for appeal expires.

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Franchise Agreement than is required in this Franchise Agreement, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Franchise Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice and/or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right to modify the invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is prescribed within the terms of any provision of this Franchise Agreement, as though it were separately articulated in and made a part of this Franchise Agreement, that may result from striking from any of the provisions, or any specification, standard or operating procedure prescribed by Franchisor, any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Franchise Agreement shall be effective only in that jurisdiction, unless Franchisor elects to give them greater applicability, and this Franchise Agreement shall be enforced as originally made and entered into in all other jurisdictions.

B. WAIVER OF OBLIGATIONS

No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Franchisee under this Franchise Agreement constitutes a waiver by Franchisor to enforce any right, option, duty or power against Franchisee or as to any subsequent breach or default by Franchisee. Acceptance by Franchisor of any payments due to it subsequent to the time at which the payment is due, is not deemed to be a waiver of Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants or conditions of this Franchise Agreement. Franchisor specifically is not deemed to have waived or impaired any right, power or option reserved by this Franchise Agreement (including the right to demand exact compliance with every term, condition and covenant, or to declare any breach to be a default and to terminate the this Franchise Agreement before the expiration of its Term) by virtue of (1) any custom or practice of the parties at variance with the terms of this Franchise Agreement; (2) any failure, refusal or neglect of Franchisor to exercise any right under this Franchise Agreement; or (3) any failure to insist upon exact compliance by Franchisee with its obligations, including any mandatory specification, standard or operating procedure.

Neither Franchisor nor Franchisee is liable for loss or damage or deemed to be in breach of this Franchise Agreement if its failure to perform its obligations results from: (a) transportation shortages, inadequate supply of material or energy, or the voluntary foregoing of the right to acquire or use any of

the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency; (b) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency; (c) acts of God; (d) fires, strikes, embargoes, war or riot; or (e) any other similar event or cause ("Force Majeure"). Any delay resulting from any Force Majeure shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, provided however that Force Majeure shall not: (i) relieve any party from liability for an obligation which arose before the occurrence of the Force Majeure; (ii) impact any obligation to pay money owed under this Franchise Agreement; (iii) alter Franchisee's duty to indemnify Franchisor whether such obligation arose before or after the Force Majeure; or (iv) impact Franchisee's obligations to comply with any restrictive covenants, confidentiality obligations or obligations concerning the Franchisee's use of the Licensed Marks during or after the Force Majeure.

C. SPECIFIC PERFORMANCE/INJUNCTIVE RELIEF

Nothing bars Franchisor's right to obtain specific performance of the provisions of this Franchise Agreement and injunctive relief against threatened conduct that will cause it loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee agrees that Franchisor may have injunctive relief, upon due notice, in addition to further and other relief as may be available at equity or law. Franchisee has remedies as may be available at equity or law, including the dissolution of injunction if the entry of injunction is vacated.

D. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of Franchisor and Franchisee under this Franchise Agreement are cumulative and no exercise or enforcement by Franchisor or Franchisee of any right or remedy precludes the exercise or enforcement by Franchisor or Franchisee of any other right or remedy which Franchisor or Franchisee is entitled by law to enforce.

E. COSTS AND ATTORNEYS' FEES

The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, the parties' relationship or the Business will be entitled to recover its reasonable attorneys' fees and costs.

F. JURY TRIAL WAIVER/CONSOLIDATION

Franchisor and Franchisee irrevocably each waive trial by jury in any action brought by either of them. Franchisee and Franchisor agree that any litigation, suit, action, counterclaim, cross claim or proceeding, whether at law or in equity, which arises out of, concerns, or as related to this Franchise Agreement or any of the relationships or transaction contemplated hereunder, the performance of this Franchise Agreement, the relationship between the parties or otherwise, shall be tried before a court of competent jurisdiction and not a jury. Franchisor and Franchisee irrevocably waive any right either party may have to trial by jury. Any litigation, suit, action, claim or proceeding of any kind brought by Franchisee and/or to which Franchisee is a party may not be consolidated with another such proceeding between Franchisor and any other entity or person.

G. GOVERNING LAW

To the extent not inconsistent with applicable law, this Franchise Agreement and the offer and sale of the Franchised Business is governed by the substantive laws (expressly excluding the choice of law) of the State of Texas, except that any Texas law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

H. EXCLUSIVE JURISDICTION

Franchisee and Franchisor agree that any action arising out of or relating to this Franchise Agreement (including the offer and sale of the Franchise) shall be instituted and maintained only in a state or federal court of general jurisdiction in which our principal place of business (currently San Antonio, Texas), and Franchisee irrevocably submits to the jurisdiction of that court and waives any objection Franchisee (and its Principals) may have to either the jurisdiction or venue of the court. Franchisee and Franchisor agree that venue for any proceeding relating to or arising out of this Franchise Agreement shall be in which our principal place of business (currently San Antonio, Texas); provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief or (3) involving possession or disposition of, or other relief, relating to, real property, Franchisor may bring that action in any state or federal district court which has jurisdiction.

I. BINDING EFFECT

This Franchise Agreement is binding upon the parties of this Franchise Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Franchisee and Franchisor.

J. FRANCHISEE/PRINCIPALS/AFFILIATES

The term "Franchisee" as used in this Franchise Agreement is applicable to one or more persons, a corporation, partnership, or limited liability company as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. If two or more persons are at any time the Franchisee under this Franchise Agreement, their obligations and liabilities to Franchisor shall be joint and several. References to "Franchisee" and "assignee" which are applicable to an individual or individuals shall mean the owner or owners of the equity or operating control of Franchisee or the assignee, if Franchisee or the assignee is a corporation, partnership or limited liability company.

The term "Principals" as used in this Franchise Agreement shall include, collectively and individually: (a) Franchisee's spouse, if Franchisee is an individual; (b) all officers, directors, members and holders of a direct or indirect beneficial interest in the securities of Franchisee (or of any corporation or limited liability company which directly or indirectly controls Franchisee), if Franchisee is a corporation or limited liability company; (c) all general partners of Franchisee (including any corporation, limited liability or partnership which controls, either directly or indirectly, such general partners and the officers, directors, members and holders of a direct or indirect beneficial interest in the securities of such controlling corporation or limited liability company or partnership) if Franchisee is a partnership; and (d) the owners of any equity interest or the holders of any beneficial interest in Franchisee, if Franchisee is any other type of entity.

The term "Affiliate" as used in this Franchise Agreement shall mean any corporation, limited liability company, partnership, or other business entity that controls, is controlled by, or under common

control with an entity (or a principal thereof) that is a party to this Franchise Agreement. Control exists when an entity owns, directly or indirectly, the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

K. Waiver of Punitive and Consequential Damages. Except with respect to indemnification obligations hereunder with respect to third party claims and except for damages under the Lanham Act, you and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any consequential, indirect, special, punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained. Notwithstanding anything herein to the contrary, each party waives, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other.

L. **WAIVER OF CONSUMER RIGHTS. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41, ET SEQ., BUSINESS AND COMMERCE CODE, AND UNDER ANY OTHER SIMILAR LAW OF TEXAS OR ANY OTHER JURISDICTION THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER AN ADEQUATE OPPORTUNITY TO REVIEW THIS PROVISION INCLUDING THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF YOUR OWN SELECTION, YOU VOLUNTARILY CONSENT TO THIS WAIVER.**

21. NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Franchise Agreement or of the Brand Standards Manual shall be deemed so delivered at the time delivered by hand, one business day after sending by e-mail or comparable electronic system, including, without limitation, facsimile and email, or three (3) business days after placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified.

All payments and reports required by this Franchise Agreement shall be directed to Franchisor at the address notified to Franchisee, or to other persons or places as Franchisor may direct. Any required payment or report not actually received by Franchisor during regular business hours on the date due or properly placed in the U.S. mail and postmarked by postal authorities at least three (3) business days before the date due, is deemed delinquent.

22. CAVEAT

Franchisee represents and acknowledges that: (i) Franchisee is aware of the fact that other present or future Fas-Tes® franchisees may operate under different forms of agreement and consequently that Franchisor's obligations and rights with respect to our various franchisees may differ materially in certain circumstances; and (ii) Franchisee is aware of the fact that Franchisor may have negotiated terms or offered concessions to other franchisees and Franchisor has no obligation to offer Franchisee the same or similar negotiated terms or concessions.

23. CONSTRUCTION/INTEGRATION OF AGREEMENT

This Franchise Agreement, all exhibits to this Franchise Agreement and all ancillary agreements executed contemporaneously with this Franchise Agreement constitute the entire agreement between the parties with reference to the subject matter of this Franchise Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements; provided, however, that nothing in this or

any related agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document furnished to Franchisee.

Except for those changes permitted to be made unilaterally by Franchisor, no amendment, change or variance from this Franchise Agreement is binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Except as otherwise expressly provided, nothing in this Franchise Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Franchise Agreement.

The headings of the several sections and paragraphs are for convenience only and do not define, limit or construe the contents of sections or paragraphs.

24. COMPLIANCE WITH ANTI-TERRORISM LAWS

Franchisee and its owners agree to comply, and to assist Franchisor to the fullest extent possible, in efforts to comply with Anti-Terrorism Laws (defined below). In connection with that compliance, Franchisee and its owners certify, represent and warrant that none of their property or interest is subject to being blocked under, and that Franchisee and its owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" means Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and other requirements by any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by Franchisee and its owners, or any blocking of Franchisee's or its owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Franchise Agreement.

This Franchise Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

(Signatures on following page)

IN WITNESS WHEREOF the parties have executed, sealed and delivered this Franchise Agreement effective as of the Effective Date.

FAS-TES FRANCHISE SYSTEMS, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

Franchisee

_____
Entity name (if any)
a(n) _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

ATTACHMENT A
TO THE FRANCHISE AGREEMENT

APPROVED LOCATION AND TERRITORY

1. If a particular site for the Franchised Business has been selected and approved at the time of the signing of this Franchise Agreement, it shall be entered on Attachment A-1 as the Approved Location and the Approved Location shall have the Territory listed in Attachment A-1. If a particular site has not been selected and approved at the time of the signing of this Franchise Agreement, Section 3 of this Attachment will describe the location in general terms below in the "General Description." The General Description does not confer any territory rights to Franchisee and is only used for a reference. Franchisor may sell other franchised locations in the area in the General Description.

2. After Franchisor has approved a location for the Franchised Business, the parties shall complete the Approved Location and the Territory in Attachment A-1. As the Territory is dependent on the location of the Franchised Business, Franchisor will present Franchisee with the Territory upon the identification of the site for the Franchised Business. If Franchisee does not wish to accept the Territory, Franchisee may choose another site location and Franchisor will present Franchisee with another Territory based on the site selected.

3. General Description of Area for Approved Location: (If the Approved Location is not specified above as of the signing of the Franchise Agreement)

_____

FRANCHISOR:

FAS-TES FRANCHISE SYSTEMS, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

FRANCHISEE:

_____
Entity name (if any)

By: _____

Printed Name: _____

Title: _____

ATTACHMENT A-1
TO THE FRANCHISE AGREEMENT

Franchisee has received approval for site location for the Franchised Business that satisfies the demographics and location requirements minimally necessary for a Franchised Business and that meets Franchisor's minimum current standards and specifications for the build-out, design and layout of a Franchised Business. Franchisor and Franchisee have mutually agreed upon a Territory based on the site for the Franchised Business which is indicated below. Franchisee acknowledges that the Territory is in conformance with the territory guidelines stated in Item 12 of the Franchise Disclosure Document.

Approved Location for Franchised Business:

The Approved Location for Franchisee's Franchised Business as provided in Section 2 of the Franchise Agreement is:

_____

Territory.

The parties to this Franchise Agreement agree that the Franchised Business to be operated by Franchisee pursuant to this Franchise Agreement shall be located in the following geographical area (The following description may reference a map or maps, which may be attached, depicting the Territory):

(Signatures on following page)

FRANCHISOR:

FAS-TES FRANCHISE SYSTEMS, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

FRANCHISEE:

_____
Entity name (if any)

By: _____

Printed Name: _____

Title: _____

ATTACHMENT B
TO THE FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. **Effective Date**. The Effective Date set forth in the introductory Paragraph of this Franchise Agreement is: _____, 20___.

2. **Initial Franchise Fee**. The "Initial Franchise Fee" is: (check one):

____ $59,500* Franchisee will receive a Standard Territory (between 8,500 businesses up to 12,000 businesses).

____ $80,500* Franchisee will receive a Large Territory (more than 12,000 businesses up to 14,000 businesses).

____ $45,500* Franchisee will receive a Mid-Size Territory (up to 8,499 businesses).

____ Not applicable; this Franchise Agreement is being signed as a renewal Franchise Agreement or as a result of a transfer.

____ Not applicable; this Franchise Agreement is being signed under an area development agreement between Franchisee and Franchisor and no Initial Franchise Fee is due. This Franchise Agreement constitutes franchise number ____ out of a total of up to ____ franchises under the area development agreement between you and us dated _____, 20__.

____ *Check Box - Franchisee is an honorably discharged veteran and the Initial Franchise Fee is reduced by $1,500.

3. **Single Franchise**. If Franchisee has purchased only one franchise, Franchisee will be required to open the Franchised Business within 270 days of the effective date of the Franchise Agreement.

4. **Notices**. Franchisee's Notice Address set forth in Section 22.3 of this Franchise Agreement shall be:

_____
_____
_____

(Signatures on following page)

FRANCHISOR:

FAS-TES FRANCHISE SYSTEMS, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

FRANCHISEE:

_____
Entity name (if any)

By: _____

Printed Name: _____

Title: _____

ATTACHMENT C
TO FRANCHISE AGREEMENT

OWNERS AGREEMENT

As a condition to the execution by Fas-Tes Franchise Systems, LLC ("**we**" or "**us**") of a franchise agreement with _____ ("**Franchisee**"), each of the undersigned individuals ("**Owners**"), who constitute all of the owners of a direct or indirect beneficial interest in Franchisee, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement ("**Owners Agreement**").

1. Acknowledgments.

1.1 Franchise Agreement. Franchisee entered into a franchise agreement with us effective as of _____, 20___ ("**Franchise Agreement**"). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 Role of Owners. Owners are the beneficial owners or spouses of the beneficial owners of all of the direct and indirect equity interest, membership interest, or other equity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives, and assigns. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's direct and indirect owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

2. Non-Disclosure and Protection of Confidential Information.

2.1 Confidentiality. Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee's non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

2.2 Immediate Family Members. Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

3. Covenant Not to Compete and To Not Solicit.

3.1 Non-Competition and Non-Solicitation During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures, and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, Franchisor has the right to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

4. Guarantee.

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend, and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. Transfers.

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources, and personal character. Accordingly, Owners agree a) not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding transfers and assignment, and b) that any attempt to do so will be a material breach of this Owners Agreement and the Franchise Agreement. We may, from time to time, without notice to Owners, assign or transfer any or all of Owners' rights, duties and obligations or any interest therein in this Owners Agreement and, notwithstanding any assignment(s) or transfer(s), the rights, duties and obligations shall be and remain for the purpose of this Owners Agreement. Each and every immediate and successive assignee or transferee of any of the rights, duties or obligations of any interest therein shall, to the extent of such party's interest in the rights duties and/or obligations, be entitled to the benefits of this Owners Agreement to the same extent as if such assignee or transferee were us.

6. Notices.

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

Fas-Tes Franchise Systems, LLC
5718 University Heights, Suite 105
San Antonio, TX 78249

The current address of each Owner for all communications under this Owners Agreement is designated on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.

7. Enforcement of This Owners Agreement.

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

8. Miscellaneous.

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full, and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings, or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions, or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change, or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property, or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e., to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Owners Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors, and (permitted) assigns.

8.6 Successors. References to "Franchisor" or "the undersigned," or "you" include the respective parties' heirs, successors, assigns, or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

(***Signature Page Follows***)

IN WITNESS WHEREOF, the parties have entered into this Owners Agreement as of the Effective Date of the Franchise Agreement.

OWNER(S):

Sign: _____
Printed Name: [Insert Name of Owner 1]

Address: [Insert Address of Owner 1]

Sign: _____
Printed Name: [Insert Name of Spouse 1]

Address: [Insert Address of Spouse 1]

Sign: _____
Printed Name: [Insert Name of Owner 2]

Address: [Insert Address of Owner 2]

Sign: _____
Printed Name: [Insert Name of Spouse 2]

Address: [Insert Address of Spouse 2]

Sign: _____
Printed Name: [Insert Name of Owner 3]

Address: [Insert Address of Owner 3]

Sign: _____
Printed Name: [Insert Name of Spouse 3]

Address: [Insert Address of Spouse 3]

Sign: _____
Printed Name: [Insert Name of Owner 4]

Address: [Insert Address of Owner 4]

Sign: _____
Printed Name: [Insert Name of Spouse 4]

Address: [Insert Address of Spouse 4]

Rev. 121319

Fas-Tes Franchise Systems, LLC hereby accepts the agreements of the Owner(s) hereunder.

FAS-TES FRANCHISE SYSTEMS, LLC,
a Texas limited liability company

By: _____

Title: _____

ATTACHMENT D
TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

Form of Ownership
(Check One)

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Address	Percentage of Stock

*If any members, stockholders or partners are entities, please list the owners of such entities up through the individuals.

Franchisee acknowledges that this Statement of Ownership applies to the Fas-Tes Franchise authorized under the Franchise Agreement. Use additional sheets if necessary. Any and all changes to the above information must be reported to Franchisor in writing.

(Signatures on following page)

FRANCHISEE:

_____
Entity name (if any)

By: _____

Printed Name: _____

Title: _____

EXHIBIT D

AREA DEVELOPMENT AGREEMENT

EXHIBIT D

FASTEST LABS

AREA DEVELOPMENT AGREEMENT

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ATTACHMENTS:

Attachment A	Data Sheet
Attachment B	Development Schedule
Attachment C	Statement of Ownership

FASTEST LABS

AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT ("Area Development Agreement") is made and entered into by and between Fas-Tes Franchise Systems, LLC, a Texas limited liability company ("we," "us," or "our"), and the area developer identified in Attachment A to this Area Development Agreement ("you" or "your") as of the date specified as the "Effective Date" in Attachment A to this Area Development Agreement. If more than one person or entity is listed as Area Developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

WITNESSETH:

WHEREAS, we offer franchise rights relating to the establishment, development, and operation of businesses ("Fastest Labs Franchise(s)") that provide drug testing for regulatory compliance, employment compliance, safety and personal purposes and workplace safety purposes for commercial businesses and consumers ("Fastest Labs Business(es)");

WHEREAS, in addition to this Area Development Agreement, you and we have entered into a franchise agreement (the "Initial Franchise Agreement") for the right to establish and operate a single Fastest Labs Business (the "Initial Business"); and

WHEREAS, you desire to purchase an option to establish and operate multiple Fastest Labs Franchises within the territory described in Attachment A ("Development Territory"), under the development schedule described in Attachment B ("Development Schedule") and pursuant to the terms and conditions of this Area Development Agreement.

NOW, THEREFORE, in consideration for the promises, rights and obligations set forth in this Area Development Agreement, the parties mutually agree as follows

1. GRANT

1.1 We hereby grant to you the right to establish and operate the number of Fastest Labs Franchises indicated in Section 1 of Attachment B within the Development Territory described in Attachment A. Each Fastest Labs Franchise shall be operated according to the terms of our then-current form of individual franchise agreement which may contain materially different terms from the Initial Franchise Agreement, including a higher royalty rate.

1.2 If you comply with the terms of this Area Development Agreement, including the Development Schedule, the individual franchise agreements entered into as a part of this Area Development Agreement, and any other agreements entered into with us or our affiliates, then we will not directly or indirectly cause or allow other Fastest Labs Franchises to be franchised or licensed in the Development Territory during the Term of this Area Development Agreement, subject to limited exceptions. You acknowledge that the Development Territory may be adjacent to or near existing Fastest Labs Franchises, and that you may not develop a Fastest Labs Franchise that infringes on the territorial rights of existing Fastest Labs Franchises.

We and our affiliates, and any other authorized person or entity (including any other Fastest Labs Franchise), reserve the right at any time, conduct any other type of activities within your

Development Territory that we and our affiliates are permitted to conduct under the Initial Franchise Agreement and any subsequent franchise agreements. We also retain the right, for ourselves, our affiliates, and any other authorized person or entity (including any other Fastest Labs Franchises), to act in the manner permitted in any franchise agreement.

We reserve all rights not expressly granted to you, including the right for ourselves and our affiliates to engage in any other business activities not expressly prohibited by this Area Development Agreement. This includes, but is not limited to, the right to:

(a) to own, franchise or operate Fastest Labs Businesses at any location outside of the Development Territory, regardless of the proximity to your Fastest Labs Businesses, even if doing so will or might affect your operation of Fastest Labs Businesses;

(b) to use the Fastest Labs trademarks (the "Marks") and system (the "System") to sell any products or services similar to those which you will sell through any alternate channels of distribution within or outside of the Development Territory (even if these businesses compete with you). This includes, but is not limited to, other channels of distribution such as television, catalog sales, wholesale to unrelated retail outlets or over the Internet. We exclusively reserve the Internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce;

(c) to use and license the use of other proprietary and non-proprietary marks or methods which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering products similar to those offered by Fastest Labs Businesses, at any location, including within the Development Territory, which may be similar to or different from the Fastest Labs Business(es) operated by you;

(d) to engage in any transaction, including to purchase or be purchased by, merge or combine with, to convert to the System or be converted into a new system with any business whether franchised or corporately owned, including a business that competes directly with your Fastest Labs Business, whether located inside or outside the Development Territory, provided that any businesses located inside your Development Territory will not operate under the Marks; and

(e) to implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within the Development Territory. We do not pay compensation for soliciting or accepting orders inside the Development Territory.

Upon the expiration or termination of this Area Development Agreement, you shall have no further right to construct, equip, own, open or operate additional Fastest Labs Franchises which are not, at the time of such termination or expiration, the subject of a then-existing franchise agreement between you (or an affiliate of you) and us, which is then in full force and effect.

1.3 This Area Development Agreement is not a franchise agreement and does not grant you the right to use the Marks or System in any manner. Each Fastest Labs Franchise will be governed by the individual franchise agreement signed by you or your affiliate and us for each Fastest Labs Business.

1.4 You must own at least a 51% equity interest in any legal entity that develops or operates each Fastest Labs Business developed under this Area Development Agreement. You shall identify all of your equity owners by completing the "Statement of Ownership" attached to this Area Development Agreement as Attachment C. You agree to execute an updated form of Attachment C within ten business days of any change in the equity ownership of you. The failure of you to provide us with an updated Attachment C within the time frame specified in this Section 1.4 shall constitute a material default of this Area Development Agreement.

2. TERM

Unless it is terminated due to default as provided in Section 8, the term of this Area Development Agreement will expire on the earlier to the following: (a) the termination date listed on Section 2 of Attachment B; or (b) completion of the obligations of the Development Schedule. Upon expiration or termination of this Area Development Agreement, the only territorial protections that you will retain are those under each individual franchise agreement. During the term of this Area Development Agreement (and following termination of this Area Development Agreement), you shall be subject to all confidentiality and non-compete provisions contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates.

3. DEVELOPMENT FEE

You must pay us the total "Development Fee" set forth in Attachment A upon execution of this Area Development Agreement. The Development Fee is payable when you sign this Area Development Agreement, and is non-refundable under any circumstances, even if you fail to open any Fastest Labs Businesses. You have the option to obtain one Large Territory (as defined in our Franchise Disclosure Document) as part of this Area Development Agreement, which will impact your Development Fee.

4. MANNER FOR EXERCISING DEVELOPMENT RIGHTS

In order to exercise your development rights under this Area Development Agreement, you must enter into separate franchise agreements for each Fastest Labs Franchise to be developed under this Area Development Agreement. The Initial Franchise Agreement shall be executed and delivered concurrently with the execution and delivery of this Area Development Agreement. All subsequent Fastest Labs Franchises developed under this Area Development Agreement shall be established and operated pursuant to the form of franchise agreement and ancillary documents then being used by us for a Fastest Labs Franchise. You acknowledge that the then-current form of franchise agreement may differ from the Initial Franchise Agreement.

5. DEVELOPMENT SCHEDULE

5.1 Acknowledging that time is of the essence, you agree to exercise your development rights according to Section 4 and according to the Development Schedule set forth in Attachment B, which designates the number of franchise agreements that must be executed prior to the expiration of each of the designated development periods ("Development Periods") for the operation of Fastest Labs Franchises in the Development Territory.

5.2 During any Development Period, you may, with our prior written consent, develop more than the number of Fastest Labs Businesses than you are required to develop during that Development Period by executing multiple franchise agreements during a single Development Period. Any franchise agreements executed during a Development Period in excess of the minimum number to be executed prior

to expiration of that Development Period shall be applied to satisfy your development obligation during the next succeeding Development Period. You are not permitted to develop more than the total number of Fastest Labs Franchises permitted under the Development Schedule.

5.3 You shall open each Fastest Labs Business in accordance with the terms of the franchise agreement and shall execute the franchise agreements in accordance with the Development Schedule set forth in Attachment B.

5.4 Your first failure to adhere to the Development Schedule shall result in a loss of the territorial rights granted in this Area Development Agreement. Failure by you to adhere to the Development Schedule on two or more occasions shall constitute a material event of default under this Area Development Agreement, for which we may exercise our rights under Section 8.1 of this Area Development Agreement.

5.5 If we are not legally able to deliver a Franchise Disclosure Document to you by reason of any lapse or expiration of our franchise registration, or because we are in the process of amending any such registration, or for any reason beyond our reasonable control, we may delay acceptance of the site for your proposed Fastest Labs Franchise, or delivery of a franchise agreement, until such time as we are is legally able to deliver a Franchise Disclosure Document. Your Development Schedule would be equally extended by such delay.

6. LOCATION OF FASTEST LABS BUSINESSES

The location of each Fastest Labs Business shall be selected by the you and approved by us in accordance with the terms set forth in each franchise agreement signed by you, within the Development Territory.

7. FRANCHISE AGREEMENT

You shall not commence construction on or open any Fastest Labs Business until, among other things, the individual franchise agreement for that Fastest Labs Franchise has been signed by both you and us.

8. DEFAULT AND TERMINATION

8.1 You will be in default of this Area Development Agreement if you: (a) fail to comply with the Development Schedule on two or more occasions; (b) fail to perform any of your obligations under this Area Development Agreement or any individual franchise agreement; or (c) fail to comply with the transfer provisions contained in this Area Development Agreement. Upon default, we shall have the right, at our option, and in our sole discretion, to do any or all of the following:

(a) terminate this Area Development Agreement;

(b) terminate the territorial exclusivity granted to you;

(c) reduce the size of your Development Territory;

(d) permit you to extend the Development Schedule; or

(e) pursue any other remedy we may have at law or in equity, including, but not limited to, a suit for non-performance.

8.2 Upon the death or Permanent Disability (as defined below) of you or any equity owner of you (if you are an entity), we shall allow a period of up to 180 days after such death or Permanent Disability for his or her heirs, personal representatives or conservators (the "Heirs") to seek and obtain our consent to the assignment of his or her rights and interests in this Area Development Agreement (or the assignment of his or her equity and voting power) to another equity owner or third-party approved by us. If, within said 180-day period, said Heir(s) fail to receive our consent or to effect such consent to assignment, then we shall have the right to immediately terminate this Area Development Agreement. We may withhold or grant such consent in our sole discretion. For purposes of this Section 8.2, a "Permanent Disability" shall mean any physical, emotional or mental injury, illness or incapacity which would prevent a person from performing the obligations set forth in this Area Development Agreement or in the guaranty made part of this Area Development Agreement for at least 90 consecutive days, and from which condition recovery within 90 days from the date of determination of disability is unlikely. If the parties disagree as to whether a person is disabled, a licensed practicing physician selected by us will examine the person and determine if he or she has a Permanent Disability. If the person refuses to submit to an examination, such person shall automatically be deemed Permanently Disabled as of the date of such refusal for the purpose of this Section 8.2. The costs of any examination required by this Section 8.2 shall be paid by us. Upon the death or claim of Permanent Disability of you or any Principal, you or your representative must notify us of such death or claim of Permanent Disability within 15 days. The Heirs must request our approval for the right to transfer to the next of kin within 120 calendar days after the death or disability.

8.3 In addition, if any individual franchise agreement signed by you or your affiliate, whether or not signed under to this Area Development Agreement, is terminated for any reason, we shall have the right to terminate this Area Development Agreement on immediate written notice to you. Upon termination or expiration of the term of this Area Development Agreement, we shall have the right to open, or license others to open, Fastest Labs Franchises within the Development Territory (subject to the territorial rights granted, if any, for any then-existing Fastest Labs franchise agreements); and you shall be subject to all confidentiality and non-competition covenants contained in any franchise agreements, Franchise Owner Agreements and similar agreements you have signed with us or our affiliates. For purposes of this Section 8.2, any franchise agreement signed by us and you or your approved affiliates, or any corporation, partnership or joint venture, or their affiliates, in which you or any stockholder, partner or joint venturer of you has any direct or indirect ownership or participation interest shall be deemed a franchise agreement issued to you.

8.4 In the event of a default by you, all of our costs and expenses arising from such default, including reasonable accountant fees, attorney fees and administrative fees shall be paid to us by you within five days after cure or upon demand by us if such default is not cured. You will remain bound by all franchise agreements.

9. ASSIGNMENT

9.1 We shall have the absolute right to transfer or assign all or any part of our rights or obligations hereunder to any person or legal entity which assumes our obligation under this Area Development Agreement and we shall thereby be released from any and all further liability to you.

9.2 You may not assign this Area Development Agreement or any rights to the Development Territory except in compliance with Section 8.2. The provisions of this Section shall not restrict you from

transferring an open and operating Fastest Labs Franchise in compliance with the assignment provisions contained in such franchise agreement.

10. FORCE MAJEURE

In the event that you are unable to comply with the Development Schedule due to strike, riot, civil disorder, war, epidemic, fire, natural catastrophe or other similar events which are beyond your control and cannot be overcome by use of reasonable commercial measures ("Force Majeure"), and upon notice to us, the Development Schedule and this Area Development Agreement shall be extended for a corresponding period, not to exceed 90 days. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under this Area Development Agreement or any franchise agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants in this Area Development Agreement during or after the Force Majeure event.

11. ENTIRE AGREEMENT

This Area Development Agreement constitutes the entire understanding of the parties with respect to the development of the Development Territory, and shall not be modified except by a written agreement signed by the parties. However, nothing in this Area Development Agreement or any related agreement is intended to disclaim representations made in the Franchise Disclosure Document. Where this Area Development Agreement and any franchise agreement between the parties conflicts with respect to the payment terms of Development Fees or equity interests held by you or your equity owners, the terms of this Area Development Agreement shall govern. Under no circumstances do the parties intend that this Area Development Agreement be interpreted in a way as to grant you any rights to grant sub-franchises in the Development Territory.

12. OUR RELATIONSHIP

It is acknowledged and agreed that you and we are independent contractors and nothing contained herein shall be construed as constituting you as the agent, partner or legal representative of us for any purpose whatsoever. You shall enter into contracts for the development of the Development Territory contemplated by this Area Development Agreement at your sole risk and expense, and shall be solely responsible for the direction, control, supervision and management of your agents and employees. You acknowledge that you do not have authority to incur any obligations, responsibilities or liabilities on behalf of us, or to bind us by any representations or warranties, and agree not to hold yourself out as having this authority.

You or your affiliate (if applicable) must determine appropriate staffing levels for each of your Fastest Labs Businesses developed under this Area Development Agreement to ensure full compliance with each of the individual franchise agreements and our System standards. You or your affiliate are solely responsible to hire, train and supervise employees or independent contractors to assist with the proper operation of the Fastest Labs Businesses. You or your affiliate must pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings levied or fixed by any city, state or federal governmental agency, or otherwise required by law) due for your employees or as applicable, for your independent contractors. These employees and independent contractors will be your or your affiliate's employees or contractors, not ours. We do not control the day-to-day activities of your employees or independent contractors or the manner in which they perform their assigned tasks. You or your affiliate must inform your employees and independent contractors that you are exclusively

responsible for supervising their activities and dictating the manner in which they perform their assigned tasks. In this regard, you or your affiliate must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, consulting agreements, time cards and similar items.

You have sole responsibility and authority for all employment-related decisions, including employee selection and promotion, firing, hours worked, rates of pay and other benefits, work assignments, training and working conditions, compliance with wage and hour requirements, personnel policies, recordkeeping, supervision and discipline. We will not provide you with any advice or guidance on these matters. You must require your employees and independent contractors to review and sign any acknowledgment form we prescribe that explains the nature of the area development and/or franchise relationship and notifies the employee or independent contractor that you are his or her sole employer. You must also post a conspicuous notice for employees and independent contractors in the back-of-the-house area explaining your area development and/or franchise relationship with us and that you (and not we) are the sole employer. We may prescribe the form and content of this notice. You agree that any direction you receive from us regarding employment/engagement policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel competent in employment law.

13. INDEMNIFICATION

You agree to protect, defend, indemnify and hold us and our affiliates, the respective officers, directors, managers, partners, shareholders, members, employees, agents and contractors of these entities (collectively, the "Indemnified Parties") harmless from and against all claims, actions, proceedings, damages, costs, expenses and other losses and liabilities, directly or indirectly incurred as a result of, arising from, out of, or in connection with your carrying out your obligations hereunder; your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees; your marketing, selling, or providing of items and services; and any breach of violation of any agreement (including this Area Development Agreement or any franchise agreement between you and us); or any law, regulation or ruling, by any act, error or omission (active or passive) of you, any party associated with you or your affiliate, and your respective officers and employees.

You agree to reimburse us within 30 days of us submitting an invoice to you for all costs of defending the matter, including all attorney fees we incur, whether or not your insurer assumes defense of us promptly when requested. We have the right to approve any resolution or course of action, including, but not limited to, the selection of an attorney for the defense of a matter that could directly or indirectly have any adverse effect on us or our Marks or System, or could serve as a precedent for other matters.

14. SUCCESSORS AND ASSIGNS

This Area Development Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their heirs, successors, permitted assigns and personal representatives. If more than one person or entity is listed as the area developer, each such person or entity shall be jointly and severally liable for all rights, duties, restrictions and obligations under this Area Development Agreement.

15. APPLICABLE LAW

Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Area Development Agreement and the area developer relationship shall be governed by the laws of the State of Texas (without reference to its principles of conflicts of law), but any law of that State that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its area developer or franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section.

If applicable law implies a covenant of good faith and fair dealing in this Area Development Agreement, we and you agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Area Development Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Area Development Agreement (and the relationship of the parties that is inherent in this Area Development Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions consistent with our explicit rights and obligations under this Area Development Agreement that may affect your interests favorably or unfavorably; (ii) we will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees and area developers generally (including us and our affiliates, if applicable), and specifically without considering your individual interests or the individual interests of any other particular area developer or franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

16. NOTICE

Whenever this Area Development Agreement requires notice, it shall be in writing and shall be deemed so delivered at the time delivered by hand; one business day after electronically confirmed transmission by facsimile or other electronic system; one business day after delivery by any trackable delivery method, or three business days after placement in the United States mail by Registered or Certified Mail, Return Receipt Request, postage prepaid and addressed: (a) to us at the address on the first page of this Area Development Agreement, unless written notice is given of a change of address; and (b) to you at the address set forth in Attachment A of this Area Development Agreement, unless written notice is given of a change of address.

17. DISPUTE RESOLUTION

We and you agree that any dispute between the parties arising out of the terms of this Area Development Agreement shall be governed in accordance with the terms and conditions set forth in the Initial Franchise Agreement, including those provisions requiring mediation and/or arbitration (subject to limited exceptions for certain claims), and such terms and conditions are incorporated into this Area Development Agreement. We and you each agree that our and your respective obligations to comply with the dispute resolution terms set forth in the Initial Franchise Agreement shall survive any termination, expiration or renewal of the Initial Franchise Agreement and shall survive any termination or expiration of this Area Development Agreement.

18. ACKNOWLEDGEMENTS

18.1 You acknowledge and recognize that different area development agreements and franchise agreements may have different terms and conditions, including different fee structures, than this Area

Development Agreement, regardless of when those other agreements were or will be executed. We do not represent that all area development agreements or franchise agreements are or will be identical.

18.2 You acknowledge that you are not, nor are you intended to be, a third-party beneficiary of this Area Development Agreement or any other agreement to which we are a party.

18.3 You represent to us that the execution of this Area Development Agreement is not in conflict with any other written or oral obligation you may have.

18.4 You acknowledge and agree that this offering is not a security as that term is defined under applicable Federal and State securities laws.

18.5 You acknowledge the obligation to train, manage, pay, recruit and supervise employees of the Fastest Labs Businesses rests solely with you.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have duly signed and delivered this Area Development Agreement on the day and year first written above.

FAS-TES FRANCHISE SYSTEMS, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

_____
Entity name (if any)
a(n) _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT A

DATA SHEET

1. Effective Date. The effective date of this Area Development Agreement, set forth in the introductory Paragraph of this Area Development Agreement is: _____, 20___.

2. Area Developer. The area developer set forth in the introductory Paragraph of this Area Development Agreement is: _____.

3. Description of the Development Territory:

_____
_____
_____

4. Development Fee. Check one:

Check One	Fastest Labs Businesses Being Developed	Development Fee*
	Up to 2	$115,000
	Up to 3	$167,500
	Up to 4	$217,000
	Up to 5	$264,500

*You (check one) _____ ARE _____ ARE NOT obtaining a Large Territory for your first Fastest Labs Business as a part of this Area Development Agreement. If you are obtaining a Large Territory, your Development Fee indicated in the table above will be increased by $21,000, and your total Development Fee will be $_____.

*You (check one) _____ ARE _____ ARE NOT obtaining a Mid-Size Territory for your first Fastest Labs Business as a part of this Area Development Agreement. If you are obtaining a Mid-Sized Territory, your Development Fee indicated in the table above will be decreased by $14,000, and your total Development Fee will be $_____.

*You (check one) ARE ____ or ARE NOT____ eligible for a Veteran's discount on your first Fastest Labs Business. If you are eligible, your Development Fee will be reduced by $1,500, and the discounted Development Fee will be _____.

5. Notice Address. The notice address for the area developer, as set forth in Section 16 of this Area Development Agreement, is:

Attn: _____
_____
_____
_____

(Signature page follows)

FAS-TES FRANCHISE SYSTEMS, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

_____
Entity name (if any)
a(n) _____

Date: _____

By: _____

Printed Name: _____

Title: _____

ATTACHMENT B

DEVELOPMENT SCHEDULE

1. Number of Fastest Labs Franchises to be developed under this Area Development Agreement (including the Initial Franchise Agreement): _____.

2. The termination date of this Area Development Agreement shall be the earlier of the date the Development Schedule is complete or _____, 20___.

3. Development Schedule (only applicable for number of Fastest Labs Franchises to be developed under #1 above):

Fastest Labs Franchise	Franchise Agreement Execution Deadline	Franchise Opening Deadline
1	Date of execution of Area Development Agreement	9 months after execution of Area Development Agreement
2	9 months following the execution of the Area Development Agreement	18 months after execution of Area Development Agreement
3	21 months following the execution of the Area Development Agreement	30 months after execution of Area Development Agreement
4	31 months following the execution of the Area Development Agreement	42 months after execution of Area Development Agreement
5	43 months following the execution of the Area Development Agreement	54 months after execution of Area Development Agreement

(Signature page follows)

FAS-TES FRANCHISE SYSTEMS, LLC,
a Texas limited liability company

By: _____

Printed Name: _____

Title: _____

AREA DEVELOPER:

_____
Entity name (if any)
a(n) _____

By: _____

Printed Name: _____

Title: _____

ATTACHMENT C

STATEMENT OF OWNERSHIP

Area Developer: _____

Form of Ownership
(Check One)

____ Individual ____ Partnership ____ Corporation ____ Limited Liability Company

If a **Partnership**, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a **Corporation**, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a **Limited Liability Company**, give the state and date of formation, the name and address of the manager(s), and list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation/Incorporation: _____

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners*:

Name	Address	Percentage Owned

***If any members, stockholders or partners are entities, please list the owners of such entities up through the individuals.**

(Signature page follows)

AREA DEVELOPER:

_____
Entity name (if any)
a(n) _____

Date: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT E

LIST OF CURRENT AND FORMER FRANCHISEES/AREA DEVELOPERS

Current Franchisees as of December 31, 2023:

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Melissa Wolsoncroft John Wolsoncroft	Croft Enterprises	4000 Southlake Park, Suite 100	Birmingham	AL	(205) 498-0444	croft@fastestlabs.com
Beau McNeff*	EUGENIUS, INC.	9914 Interstate 30, Suite B	Little Rock	AR	(501) 353-2996	beau.mcneff@fastestlabs.com
Paul Giudice Tamara Giudice	Legacy Labs, LLC	322 N. Bloomington | Suite I	Lowell	AR	(479) 877-1200	tamara.giudice@fastestlabs.com
Akeem Ogaldez	Keep Going Behavioral, LLC	3120 N. Arizona Ave. #104	Chandler	AZ	(480) 360-7895	chandler-gilbert@fastestlabs.com
Angela Bazemore Quaye Carl Quaye	EZED-Q, LLC	5041 W. Northern Ave, Ste C	Glendale	AZ	(480) 631-7211	carl.q@fastestlabs.com
Darin Olver	MBS Training, LLC	7315 E Evans Road	Scottsdale	AZ	(480) 550-7230	darin.olver@fastestlabs.com
Kelly Judd Phillip Walker Derek Judd Michajla Walker	Test AZ, LLC	2105 S. 48th Street #108	Tempe	AZ	(480) 800-8378	phillip.w@fastestlabs.com
Kelly Judd Phillip Walker Derek Judd Michajla Walker	Test AZ, LLC	8363 W Van Buren St, Suite D-4	Tolleson	AZ	(623) 666-9888	phillip.w@fastestlabs.com
Myrna Gastelum	M & T Labs of Tucson, LLC	2530 E. Broadway Blvd | Suite G	Tucson	AZ	(520) 323-4072	myrna.g@fastestlabs.com
Bassil Dabdoub	Rapid Synergy Labs, LLC	2331 W Lincoln Ave, Ste 400	Anaheim	CA	(714) 603-7582	bassil.d@fastestlabs.com
Debbie Wiener Chris Bernard	WBZ Enterprises LLC	730 H ST SUITE 4	Chula Vista	CA	(619) 500-5954	chris.bernard@fastestlabs.com
Taisha Walker	DXS Labs LLC	20627 Golden Springs Drive Suite 2-C	Diamond Bar	CA	(909) 707-5925	taisha.walker@fastestlabs.com
Cantrell Harris Mandy Harris	Cali Labs of North Fresno, LLC	6028 N Figarden Drive	Fresno	CA	(747) 271-4014	mandy.harris@fastestlabs.com
Danisha Wrighster Danielle Winfield	FLO Glendale CA, LLC	710 W Broadway	Glendale	CA	(747) 528-0796	dani.wrighster@fastestlabs.com
Cindy Coffey Bill Coffey	Sunshine Dream Corporation	3331 E. Artesia Blvd.	Long Beach	CA	(562) 470-6760	bill.c@fastestlabs.com
Joseph Ngai	Lab Services of Norcal, Inc.	59 Marylinn Dr.	Milpitas	CA	(408) 824-5984	joseph.ngai@fastestlabs.com
Deepak Kaushik	NAVI LABS LLC	400 12th Street	Modesto	CA	(209) 200-8050	deepak.kaushik@fastestlabs.com
Sruti Jilla Nisheeth Gupta	Transform Spaces, LLC	4261A Hilltop Dr	Richmond	CA	(510) 514-0090	sruti.jilla@fastestlabs.com
Jim Brown*	Three Daughters Group Incorporated	809 Harbor Blvd	Sacramento	CA	(916) 648-9011	jim.brown@fastestlabs.com
Kumar Vijayendra	MD Testing Service, LLC	601 E. Romie Lane, Suite 6	Salinas	CA	(831) 800-3776	kumar.vijayendra@fastestlabs.com
Christopher Williams	CWCC Labs LLC	955 N. D Street	San Bernardino	CA	(909) 521-7006	chris.williams@fastestlabs.com
May Moon Michael Moon	MMRGE, Inc.	250 Juana Ave. Suite 101 |	San Leandro	CA	(510) 788-5900	moon@fastestlabs.com
Brian Gomez	Four Keys LLC	920 Northgate Dr.	San Rafael	CA	(415) 295-7142	keith.nardone@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Christopher Nardone Keith Nardone Tyler Nardone		Suite 10				
Taisha Walker	DXS Labs LLC	12215 Telegraph Rd. Suite 103	Santa Fe Springs	CA	(562) 695-4995	taisha.walker@fastestlabs.com
Cindy Coffey Bill Coffey	Sunshine Dream Corporation	18156 Crenshaw Blvd.	Torrance	CA	(424) 433-5553	bill.c@fastestlabs.com
Cantrell Harris Mandy Harris	Cali Labs of Sherman Oaks, LLC	5636 Van Nuys Blvd	Van Nuys	CA	(747) 271-4014	mandy.harris@fastestlabs.com
Kristin Pedroza* Joseph Pedroza	X1 Labs Corporation	730 Sycamore Ave Suite 102	Vista	CA	(760) 442-0324	kristin.pedroza@fastestlabs.com
Nick Barthram	Fast Healey LLC	8850 Ralston Rd. Suite 200	Arvada	CO	(303) 955-6092	nick.barthram@fastestlabs.com
Ellen Teehan Rory Teehan	T.D.I.B. LLC	4445 Northpark Dr Ste. 110	Colorado Springs	CO	(719) 259-5221	ellen.teehan@fastestlabs.com
Nicholas Barnes	NIDB Holdings LLC	4665 Paris Street, Suite 108-A	Denver	CO	(720) 463-9010	nicholas.barnes@fastestlabs.com
Bernnet Boakye*	Asset Acquisition Limited	3601 S. Clarkson St. Suite 130	Englewood	CO	(303) 827-2530	bernnet.boakye@fastestlabs.com
Jill Barends	One Source Labs, LL	1040 E Elizabeth St. Ste 102	Fort Collins	CO	(970) 682-2524	jill.b@fastestlabs.com
Nicholas Barnes	NIDB Holdings, LLC	6810 South Dallas Way	Greenwood Village	CO	(720) 893-2105	nicholas.barnes@fastestlabs.com
Stephen Henry Tamika Smith	Premium Choice Property Management, LLC	148 North Rd. | Unit 3	East Windsor	CT	(203) 889-4697	stephen.h@fastestlabs.com
Cardais Crews	Quick Lab Solutions LLC	553 Sheeler Ave	Apopka	FL	(407) 906-6148	cardais.crews@fastestlabs.com
Katherine Espiritusanto Eddie Cochran	Trinity Property Management Services LLC	2174 S. Ridgewood Ave., Suite A	Daytona Beach	FL	(386) 310-4490	katherine.espiritusanto@fastestlabs.com
Lea Daugherty*	Lakeside Labs LLC	114 Palmetto St, Suite 5	Destin	FL	(850) 842-2116	paul.tomberlin@fastestlabs.com
Allison Tamblyn Kris Martinez	KMAT Consulting, LLC	2441 NW 93rd AVe Unit 109 A	Doral	FL	(305) 705-6442	kris.m@fastestlabs.com
Deanna Lukich Mark Lukich	MarDean Enterprises, LLC	4110 Center Pointe Drive, Suite 201	Fort Myers	FL	(239) 313-7833	mark.l@fastestlabs.com
John Coveney* Corinne Coveney	JoCo Labs, Inc.	7933 Baymeadows Way, Suite 2	Jacksonville	FL	(904) 903-7882	corinne.coveney@fastestlabs.com
Alleia White	Machaon South LLC	1421 Commercial Park Dr, Unit 4	Lakeland	FL	(863) 333-0640	white@fastestlabs.com
Camille Bontrager Eric Bontrager	Quinn Labs, LLC	13555 Automobile Blvd. | Suite 550	Largo	FL	(727) 827-2804	camille.b@fastestlabs.com
Monica Wilson*	MW Solutions MIA, LLC	3399 NW 72nd Avenue | Suite 210	Miami	FL	(786) 536-7315	monica.w@fastestlabs.com
Allison Tamblyn Kris Martinez	KMAT Consulting, LLC	17325 NW 27th Ave	Miami Gardens	FL	(305) 707-5059	allison.t@fastestlabs.com
Marc Panton Coleen Panton	424 Enterprise, LLC	300 Prosperity Farms Rd Suite A	North Palm Beach	FL	(772) 240-0370	coleen.panton@fastestlabs.com
Tracey Bryson Jesse Bryson	JT Labs, Inc.	2415 W. Sand Lake Rd, Ste F-2	Orlando	FL	(407) 237-9556	jtbryson@fastestlabs.com
Reggie Bruster	Rapidisimo Labs,	600 University	Pensacola	FL	(850) 364-4500	pensacola@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
	LLC	Office Blvd Bldg 8A				
Luis Manuel Ramírez*	TODOMODO LLC	2650 Bahia Vista Street, Suite 302	Sarasota	FL	(941) 260-8908	luism.ramirez@fastestlabs.com
Beth Harrington	ISLAND TIME COASTAL VENTURES, INC.	1229 4th Street S	St. Petersburg	FL	(727) 258-4059	betha18@yahoo.com
Marc Panton	424 Enterprise, LLC	108 SW Monterey Rd Suite 4	Stuart	FL	(305) 686-4780	marc.panton@fastestlabs.com
Justin Baine*	Bay Area Testing Solutions LLC	6957 E. Fowler Ave.	Temple Terrace	FL	(813) 798-2287	justin.baine@gmail.com
Michael Prevallet Erica Prevallet	URinBusiness, Inc	11800 Northfall Lane, Suite 1405	Alpharetta	GA	(770) 710-0671	erica.p@fastestlabs.com
Brian Prusik	Pru-Lew Inc.	3678 North Peachtree #102	Atlanta	GA	(770) 680-4438	Brian.p@fastestlabs.com
Franklin Polite Charlene Polite	KOLL LLC	2080 Defoor Ave NW, Suite 230	Atlanta	GA	(404) 963-5252	polite@fastestlabs.com
Keith Dryden	4D GA Investments, LLC	7600 Veterans Pkwy, Suite A	Columbus	GA	(706) 221-1470	keith.dryden@fastestlabs.com
Sharee King	Quality Assured Laboratories, LLC	4940 Governors Drive Unit 203	Forest Park	GA	(770) 742-2033	sharee.king@fastestlabs.com
Tonia Landry Michael Landry	Evolving Ventures Group, LLC	1350 Wooten Lake Rd Suite 201	Kennesaw	GA	(770) 485-7768	michael.l@fastestlabs.com
Tara Spears* Marvin Spears	Taramar Labs, LLC	1130 Hurricane Shoals Rd, Suite 2340	Lawrenceville	GA	(770) 299-1279	spears@fastestlabs.com
Jeremiah Winn Shantay Irons	IronQuest Testing Center, LLC	561 Thorton Rd. | Suite N	Lithia Springs	GA	(770) 740-5191	ironquest@fastestlabs.com
Tonia Landry Michael Landry	Evolving Ventures Group, LLC	2152 Northwest Pkwy SE, Suite K	Marietta	GA	(770) 485-0987	michael.l@fastestlabs.com
Travis Evans	CSRA Labs, LLC	4106 Columbia Rd. | Suite 101	Martinez	GA	(706) 814-7544	evans@fastestlabs.com
Eric Wallentine Nathan Benjamin	WALBEN, LLC	1310 S Vista Ave Ste 2	Boise	ID	(208) 994-3900	walben@fastestlabs.com
Eric Wallentine Nathan Benjamin	WALBEN, LLC	745 S Progress Avenue Suite 140	Meridian	ID	(208) 932-8880	walben@fastestlabs.com
Andy Ali Zeeshan Tejani Minha Ali	Chicagoland Drug Test, LLC	1402 Elmhurst Rd	Elk Grove Village	IL	(847) 378-8447	zeeshan.t@fastestlabs.com
Angie Bacor	Whizz Chicks, LLC	7421 Heathrow Way, Suite A	Indianapolis	IN	(317) 800-8336	angie.bacor@fastestlabs.com
Kelly Blair Julie Blair	Bravo Zulu Labs, LLC	15036 W. 106th St.	Lenexa	KS	(913) 258-5850	blair@fastestlabs.com
Brent Glotzbach* Kimberly Glotzbach	G-Six Corporation	3831 Charlestown Rd	New Albany	IN (Operating in KY)	(812) 590-6755	kim.glotzbach@fastestlabs.com
Bassil Dabdoub	Rapid Synergy Labs of Kentucky, LLC	7536 US Highway 42	Florence	KY	(859) 534-2878	bassil.d@fastestlabs.com
Mark Eddy Jennifer Eddy	Jenmar, LLC	2130 Watterson Trail | Suite B	Louisville	KY	(502) 901-4560	jennifer.e@fastestlabs.com
Chris Harris	EQC Enterprise,	1501 Edwards	Harahan	LA	(504) 766-0880	chris.h@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Ethel Harris	Inc.	Avenue, STE 1				
Julie Isenberg Bruce Isenberg	Cypress Labs LLC	1011 Harding St	Lafayette	LA	(337) 443-2440	bruce.isenberg@fastestlabs.com
Chris Harris Ethel Harris	EQC Enterprise, Inc.	3053 Mercedes Blvd.	New Orleans	LA	(504) 684-7474	ethel.h@fastestlabs.com
Chris Machold	Boston Drug Testing, Inc	230 William F. McClellan Highway, Floor 2	Boston	MA	(617) 993-0025	Chris.m@fastestlabs.com
Jay Flanagan	Strategy Implementation Management LLC	352 Boston Turnpike	Shrewsbury	MA	(774) 314-1964	jay.flanagan@fastestlabs.com
Elvis Chi	Cillage LLC	5111 Berwyn Rd, Suite 100	College Park	MD	(505) 718-6230	elvis.chi@fastestlabs.com
Gregg Hartz	LENKRAD, LLC	5950 Frederick Crossing Lane, Ste 100	Frederick	MD	(301) 880-1258	gregg.h@fastestlabs.com
Alishsia Reid	Vivid Labs, LLC	8160 Washington Blvd Suite 100A	Jessup	MD	(443) 296-7242	alishsia.reid@fastestlabs.com
Eric Cash	Crawford Cash Testing Labs, LLC	1885 Brightseat Rd	Landover	MD	(443) 214-3511	eric.cash@fastestlabs.com
Stu Strahan* Kristy Strahan Dakota Strahan	Strahan Labs LLC	5990 E. Grand River Ave.	Howell	MI	(810) 901-0010	annarbor@fastestlabs.com
Tyler Williams	StatMed Analysis LLC	3682 29th St. SE, Suite C	Kentwood	MI	(616) 498-0754	tyler.williams@fastestlabs.com
Jude Fonguh	Fonguh Laboratories LLC	22323 Eureka Rd, Taylor	Taylor	MI	(313) 500-4791	jude.fonguh@fastestlabs.com
Judy Praska	JP EmpowerU, LLC	9055 Lyndale Ave S	Bloomington	MN	(952) 999-9490	judy.p@fastestlabs.com
Judy Praska	JP EmpowerU, LLC	13055 Riverdale Dr NW, #200	Coon Rapids	MN	(763) 231-8200	judy.p@fastestlabs.com
Kadro Jama	Minneapolis KJ, LLC	2904 Pentagon Dr.	Minneapolis	MN	(612) 353-4117	kadro.j@fastestlabs.com
Cathy Thang David Thang	Thang Labs, INC	3900 Vinewood Lane North Suite 5	Plymouth	MN	(612) 327-8551	cathy.t@fastestlabs.com
Jamison Kortas	Kortas Group, LLC	1446 Mendota Road East	St Paul	MN	(612) 552-3278	jamison.k@fastestlabs.com
Chris Hric*	Hric Ventrues, Inc.	700 Spirit of St. Louis Blvd. | Suite G	Chesterfield	MO	(636) 778-0914	chris.hric@fastestlabs.com
Chris Hric*	Hric Ventures, Inc.	928 Brookwood Center	Fenton	MO	(636) 600-0828	chris.hric@fastestlabs.com
Kelly Blair Julie Blair	Bravo Zulu Labs, LLC	405 E. 19th Avenue | Suite A1	North Kansas City	MO	(816) 777-2979	blair@fastestlabs.com
Chris Hric*	Hric Ventures, Inc.	3004 S. St. Peters Parkway | Suite Q	St. Charles	MO	(636) 244-2196	chris.hric@fastestlabs.com
Chris Hric*	Hric Ventures, Inc.	7535 S. Lindbergh	St. Louis	MO	(314) 200-8269	chris.hric@fastestlabs.com
Tara Spears Marvin Spears	TARAMAR DIAGNOSTICS, LLC	18E Regent Park Blvd	Asheville	NC	(828) 505-4917	spears@fastestlabs.com
Kristoffer Patrick	SWP, LLC	5100 Reagan Dr. Ste 5	Charlotte	NC	(704) 405-2226	kris.patrick@fastestlabs.com
Terri Murray	PCSA Labs, LLC	300 Copperfield Blvd., Suite 204	Concord	NC	(704) 956-2405	terri.m@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Devon Soodan Vanessa Soodan	Triangle Labs, LLC	5322 Highgate Drive, Suite 141	Durham	NC	(919) 520-3431	devon.s@fastestlabs.com
Mike Patel Brad Patel	I Squared Labz LLC	609 Benson Rd	Garner	NC	(919) 354-4304	mike.patel@fastestlabs.com
Wendy Lewis Whitney Pesot	Wade Services, Inc	3407 West Wendover Ave, Suite A	Greensboro	NC	(336) 676-5234	wendy.l@fastestlabs.com
Cody Hernandez Natasha Shuford	CNP Lab Services, LLC	910 Tate Blvd SE, Suite 108	Hickory	NC	(828) 838-1159	cody.hernandez@fastestlabs.com
Terri Murray	PCSA Labs, LLC	321 S. Polk Street, Suite # 2F	Pineville	NC	(704) 272-1717	terri.m@fastestlabs.com
Tim Hill	Hill Advantage, LLC	5995 Chapel Hill Rd, Suite 115	Raleigh	NC	(919) 349-2961	tim.h@fastestlabs.com
Chris Omohundro	Piedmont Testing Labs, LLC	730 Highland Oaks Dr, Suite 104	Winston-Salem	NC	(336) 329-6164	chris.omohundro@fastestlabs.com
Dan Fichter	Fichterfour, LLC	10731 Mockingbird Dr.	Omaha	NE	(402) 905-0798	dan.f@fastestlabs.com
Shelley Goergen	SMG Omaha Labs, Inc	3528 Dodge St, #10	Omaha	NE	(402) 951-9351	shelley.g@fastestlabs.com
Pratik Patel*	Innovative Testing Solutions LLC	941 Whitehorse Avenue, Suite 6	Trenton	NJ	(973) 200-1600	pratik.patel@fastestlabs.com
Mary Vacca Keith Vacca	DCJC Services LLC	1292 Hamburg Turnpike	Wayne	NJ	(973) 987-3114	mary.vacca@fastestlabs.com
Justin Epifano	Bergen Labs LLC	223 Old Hook Rd, Suite 2	Westwood	NJ	(201) 383-0967	jepifano@fastestlabs.com
Ilan Dascalu*	ITGN, LLC	6135 Harrison Dr. Suite 3	Las Vegas	NV	(702) 476-9844	ilan.dascalu@fastestlabs.com
Bridget Malloy Charlie Malloy	CNB Industries, LLC	749 N Wilson Rd	Columbus	OH	(614) 274-2970	Charlie@fastestlabs.com
Dika Edin Marwan Ahmed	Creative Services LLC	6838 Caine Rd	Columbus	OH	(614) 956-1122	marwan.ahmed@fastestlabs.com
Dreann Long Kenneth Long	Accelerated Test Labs, LLC	6025 Groveport Rd	Columbus	OH	(614) 567-7040	ken.long@fastestlabs.com
Jeffrey Brewer Brandi Brewer	Adjudication Lab, Inc.	4362 Mulhauser Rd	Fairfield	OH	(513) 870-9600	jeffrey.b@fastestlabs.com
Dreann Long Kenneth Long	Accelerated Test Labs, LLC	1375 Cherry Way Dr, Suite 220	Gahanna	OH	(614) 269-7170	ken.long@fastestlabs.com
Rebecca McNish	Blue Heron Franchising, LLC	6291 SOM Center Road	Solon	OH	(440) 557-8378	becca.m@fastestlabs.com
Muhammad Bilal	Attari Labs LLC	5950 Airport Highway , Suite #8	Toledo	OH	(443) 251-8172	muhammad.bilal@fastestlabs.com
Kimberly Campbell David Campbell	Dayton Labs, INC	2078 S. Alex Road	West Carrollton	OH	(937) 909-9002	drugtestsouthdayton@fastestlabs.com
Rebecca McNish	Blue Heron Franchising, LLC	34920 Ridge Road, Suite 100A	Willoughby	OH	(440) 431-4133	becca.m@fastestlabs.com
Joel Herdzina	Magis, LLC	540 E. Memorial Rd.	Oklahoma City	OK	(405) 810-6822	joel.h@fastestlabs.com
Julie Kerr	918 Lab Solutions, LLC	11006 E. 51st St.	Tulsa	OK	(918) 346-6495	julie.k@fastestlabs.com
Sandy Luu Katie Andersen	Diverse Labs PDX, LLC	7330 North Leavitt Avenue	Portland	OR	(503) 444-9166	sandy.l@fastestlabs.com
Sandy Luu Katie Andersen	Diverse Labs PDX, LLC	14740 NW Cornell Rd. | Suite 190	Portland	OR	(503) 444-9166	katie.a@fastestlabs.com
Steve Gettins	Gettins Tested	5930 Hamilton Blvd.	Allentown	PA	(610) 871-9220	gettins@juno.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Christina Gettins	LLC	#103				
Alex Baranov*	AlexB Ventures LLC	2075 Byberry Rd, Ste 110	Bensalem	PA	(215) 245-1710	alex.baranov@fastestlabs.com
Doreen Bett George Bett	Kiptarus Labs, LLC	1689 Crown Avenue | Suite 4	Lancaster	PA	(717) 935-9760	george.b@fastestlabs.com
Tyler Kolar* Austin Sheridan	Belmont Howard Group, LLC	1185 Jacks Run Road	North Versailles	PA	(412) 694-8082	austin.sheridan@fastestlabs.com
Chris Powell	Pow Enterprises, LLC	100 Fleet Ste 103	Pittsburgh	PA	(412) 458-3242	chris.p@fastestlabs.com
Julie Zito	Zito Labs LLC	1375 Mineral Springs Avenue	North Providence	RI	(401) 200-0100	julie.zito@fastestlabs.com
John Cox Holli Cox	Give Him Six, Inc.	319 Garlington Rd, Unit D-6	Greenville	SC	(864) 609-4161	john.cox@fastestlabs.com
Daryl Cruz Lindsey Rothleutner	LC Enterprises US	1707-C John B White Sr Blvd	Spartanburg	SC	(864) 707-2078	spartanburg@fastestlabs.com
James Robinson Latanyua Robinson	Latrobe Testing Resources, LLC	6555 Stage Rd Suite 5	Bartlett	TN	(901) 942-8881	james.r@fastestlabs.com
Tommy Parker John Dakota White	Welchs Point Trust and GKP Trust	728 S. Jefferson Ave. | Unit 11	Cookeville	TN	(931) 212-8496	uppercumberland@fastestlabs.com
John Cox* Holli Cox	Give Him Six, Inc.	654 Eastern Star Road	Kingsport	TN	(423) 722-8700	holli.cox@fastestlabs.com
Mari Tayama-Taylor	Innovestors LLC	8817 Kingston Pike	Knoxville	TN	(865) 474-1174	mari.tayama@fastestlabs.com
Ayanna Coleman Terry Coleman	Coleman Brothers Testing Group	4021 Belt Line Road, Suite 207	Addison	TX	(972) 685-2795	Coleman@fastestlabs.com
Ayub Munyenye	Aymi Drug Testing, LLC	1012 N Davis Dr, Ste 1012	Arlington	TX	(817) 617-3393	ayub.m@fastestlabs.com
Paul Taylor Jennifer Taylor	Taylor's Urinetown, LLC	4422 Packsaddle Suite 105	Austin	TX	(512) 465-2045	paul.t@fastestlabs.com
Paul Taylor Jennifer Taylor	Taylor's Urinetown, LLC	3435 Greystone Dr. | Suite 107	Austin	TX	(512) 309-0837	taylor@fastestlabs.com
Charlie Reeves	Rise Med Labs, LLC	10902 I-10 East, Suite A	Baytown	TX	(713) 930-0399	charlie.reeves@fastestlabs.com
Michelle Rankine	SPOGO, LLC	1800 Industrial Blvd. | Suite 100	Colleyville	TX	(817) 873-0213	michelle.r@fastestlabs.com
Kevin Taylor	KC Taylor Inc	5802 Yorktown Blvd, B102	Corpus Christi	TX	(361) 299-5004	kevin.taylor@fastestlabs.com
Chevonne Madison Derrick Madison	MB Labs, LLC	1625 W Mockingbird Ln, Suite 303	Dallas	TX	(214) 907-5272	chevonne.m@fastestlabs.com
Zoheb Daredia	Waves Labs LLC	3223 W Camp Wisdom Rd	Dallas	TX	(214) 258-6133	duncanville@fastestlabs.com
Muhammad Khan Perwaiz Akhtar	P&N Ventures, LLC	5734 Trowbridge	El Paso	TX	(915) 881-0281	muhammad.k@fastestlabs.com
Brad Massoletti	JJB Solutions LLC	1200 South Blue Mound Road, Suite 120	Fort Worth	TX	(817) 917-2917	brad.fw@fastestlabs.com
Alena Pham*	FW Drug Test LLC	8808 CAMP BOWIE WEST BLVD, SUITE 180	Fort Worth	TX	(682) 250-3366	alena.pham@fastestlabs.com
Alena Pham*	Garland Lab, LLC	10725 Plano Rd, Ste	Garland	TX	(972) 925-0033	alena.pham@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
		100				
Glenda Stachowiak Scott Stachowiak	513 Enterprises Corporation	11050 W. Little York Rd A-7	Houston	TX	(713) 466-3278	513corp@fastestlabs.com,
Glenda Stachowiak Scott Stachowiak	513 Enterprises Corporation	1718 N. Fry Rd Ste 405	Houston	TX	(713) 466-3278	513corp@fastestlabs.com,
Glenda Stachowiak Scott Stachowiak	513 Enterprises Corporation	2641 D Winrock Blvd	Houston	TX	(832) 203-5313	513corp@fastestlabs.com,
Paula Whitfield	PWR Holdings Corp.	2117 Chenevert St, Suite F	Houston	TX	(713) 834-7540	paula.w@fastestlabs.com
Glenda Stachowiak Jason Simon Scott Stachowiak	JVSS, LLC	1400 N Sam Houston Pkwy E, Suite 110	Houston	TX	(281) 741-0391	jason.s@fastestlabs.com
Paula Whitfield	PWR Holdings Corp.	10021 Main St.	Houston	TX	(713) 485-4080	paula.w@fastestlabs.com
Jason Simon	S.E.V.E.N. Investments LLC	8951 Ruthby Street, Suite 12	Houston	TX	(281) 724-0514	jason.s@fastestlabs.com
Dennis Burke Dustin Copening	S & S Screening, LLC	614 S. Edmonds Lane STE 102	Lewisville	TX	(945) 250-1021	dennis.burke@fastestlabs.com
John Heavin	JD Bio Solutions, LLC	1205 E Hackberry Ave	McAllen	TX	(956) 800-5650	j.heavin@fastestlabs.com
John Packer Natalie Packer Annette Williams	The Gold Medal Group, LLC	4100 S Ridge Rd, Ste 101	McKinney	TX	(214) 842-8877	annette.williams@fastestlabs.com
Zoheb Daredia	Waves Labs LLC	3330 N. Galloway Ave. Suite 308	Mesquite	TX	(214) 484-3889	mesquite@fastestlabs.com
Vijay Raj	The Testing Room, LLC	4220 Cartwright Rd., Suite 604	Missouri City	TX	(832) 500-4070	sugarland@fastestlabs.com
Paul Dean Vanessa Dean	Mae's Devotion, LLC	965 N. Walnut Ave, Suite 500A	New Braunfels	TX	(830) 626-6700	vanessa.d@fastestlabs.com
Janan Khoury Abdelnour Khoury	AJ&S Labs, LLC	1104 Summit Ave #101	Plano	TX	(469) 835-7702	khoury@fastestlabs.com
Moses Salinas	CMS Testing, LLC	6021 Rittiman Plaza	San Antonio	TX	(210) 832-8298	moses.s@fastestlabs.com
Moses Salinas	CMS Testing, LLC	6420 NW Loop 410, Suite 102	San Antonio	TX	(210) 520-5800	moses.s@fastestlabs.com
Paul Dean Vanessa Dean	Mae's Devotion, LLC	2071A W. Kingsbury St	Seguin	TX	(830) 626-6702	paul.d@fastestlabs.com
Don McClenney Karen McClenney	Pinestone Partners, Inc.	322 Spring Hill Dr. Ste A400	Spring	TX	(281) 456-2199	Don@fastestlabs.com
Andrea Moreno* Alberto Munoz Nicolas Munoz	Muzmor Labs LLC	17134 N Eldridge Pkwy, Suite B	Tomball	TX	(713) 913-0718	amunoz2510@gmail.com
Jason Simon	S.E.V.E.N. Investments LLC	353 E NASA Pkwy	Webster	TX	(281) 724-0514	jason.s@fastestlabs.com
Stephen Collings	SC Solutions, LLC	181 N. 290 West	Lindon	UT	(801) 781-5295	stephen.c@fastestlabs.com
Greg Layton	TGL Enterprises, LLC	3652 West 2100 South	Salt Lake City	UT	(385) 229-4742	greg.l@fastestlabs.com
Stephen Collings	SC Solutions, LLC	9551 700 E, Suite #100	Sandy	UT	(385) 281-2526	stephen.c@fastestlabs.com
Tiffany Wabuko Dennis Wabuko	OTB Enterprises, LLC	5249 Duke Street Suite 409-B	Alexandria	VA	(703) 712-9520	tiffany.w@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Sarah Katcher	Boise River Group, Inc.	13890 Braddock Road, Suite 301	Centreville	VA	(571) 520-1460	sarah.k@fastestlabs.com
Alnoor Jamal*	AJCO Group of Companies LLC	6540 Arlington Blvd, Suite B	Falls Church	VA	(703) 439-7833	alnoor.jamal@fastestlabs.com
Edward Boehm Kimberly Boehm	Ashland Toxicology Corp	10571 Telegraph Rd Suite 140	Glen Allen	VA	(804) 924-4250	kim.boehm@fastestlabs.com
Bonita Akinwande Michael Akinwande	Pro NoVa Lab Inc.	1035 Sterling Rd., Suite 103	Herndon	VA	(703) 953-1194	akinwande@fastestlabs.com
Dylan Childers James Dyke	SDC Ventures LLC	5700 Old Richmond Ave Suite G-26	Richmond	VA	(804) 596-5604	dylan.c@fastestlabs.com
Osama Khokhar	K Labs LLC	5705 Evergreen Wy Unit 101	Everett	WA	(425) 405-3475	k-quest@outlook.com
Rachel George David George	D&R Rainier Labs, LLC	2115 S 56th St, Suite 105	Tacoma	WA	(253) 302-5025	drgeorge@fastestlabs.com
Rachel George David George	D&R Rainier Labs, LLC	744 Industry Drive	Tukwila	WA	(206) 962-5505	drgeorge@fastestlabs.com
Sandy Luu Katie Andersen	Diverse Labs PDX, LLC	16904 SE 1st Street | Suite A 102	Vancouver	WA	(503) 444-9166	sandy.l@fastestlabs.com
Nate Mann	Mann Labs, LLC	2625 Development Drive, Ste 20	Green Bay	WI	(920) 351-3531	nate.m@fastestlabs.com
Waleed Edoud Ali Eid	Ruby Labs, LLC	N89W16813 Appleton Ave	Menomonee Falls	WI	(262) 352-7858	ali.e@fastestlabs.com
Mohammad Kharbat*	Clear Diagnostic Services, Inc.	7001 S Howell Ave, Suite 600	Oak Creek	WI	(414) 301-4573	mo.k@fastestlabs.com

*These franchsisees are Area Developers.

Franchisees with Unopened Outlets as of December 31, 2023:

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Akeem Ogaldez	Keep Going Behavioral, LLC	TBD	Mesa	AZ	(480) 360-7895	chandler-gilbert@fastestlabs.com
Akeem Ogaldez	Keep Going Behavioral, LLC	TBD	Phoenix	AZ	(480) 360-7895	chandler-gilbert@fastestlabs.com
Akeem Ogaldez	Keep Going Behavioral, LLC	TBD	Phoenix	AZ	(480) 360-7895	chandler-gilbert@fastestlabs.com
Danisha Wrighster Danielle Winfield	FLO Glendale CA, LLC	TBD	Bakersfield	CA	(747) 528-0796	dani.wrighster@fastestlabs.com
Danisha Wrighster Danielle Winfield	FLO Glendale CA, LLC	TBD	Burbank	CA	(747) 528-0796	dani.wrighster@fastestlabs.com
Douglas Dickstein* Leanna Dickstein	Test Best, Inc.	7257 Owensmouth Blvd, Suite A	Canoga Park	CA	(747) 800-4460	doug.dickstein@fastestlabs.com
Debbie Wiener Chris Bernard	WBZ Enterprises	TBD	Central Bay	CA	(619) 500-5954	chris.bernard@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
	LLC					
Taisha Walker	DXS Labs LLC	TBD	Commerce	CA	(909) 707-5925	taisha.walker@fastestlabs.com
Christopher Williams	CWCC Labs LLC	TBD	Corona	CA	(909) 521-7006	chris.williams@fastestlabs.com
Cantrell Harris Mandy Harris	TBD	TBD	Culver City	CA	(747) 271-4014	mandy.harris@fastestlabs.com
Chris Adanene*	SD Labs, LLC	700 N Johnson Ave, Suite G	El Cajon	CA	(619) 938-4422	chrisadanene@gmail.com
Deepak Kaushik	NAVI LABS LLC	TBD	Fremont	CA	(209) 200-8050	deepak.kaushik@fastestlabs.com
Cantrell Harris Mandy Harris	TBD	TBD	Fresno	CA	(747) 271-4014	mandy.harris@fastestlabs.com
Metin Ture	South Coast Labs, LLC	19012 Brookhurst Street	Huntington Beach	CA	(657) 329-0030	metinture214@gmail.com
Randy Sotowa*	TBD	TBD	Irvine	CA	TBD	randysotowa@gmail.com
Bassil Dabdoub	Rapid Synergy Labs, LLC	TBD	Los Angeles	CA	(714) 603-7582	bassil.d@fastestlabs.com
Cantrell Harris Mandy Harris	TBD	TBD	Los Angeles	CA	(747) 271-4014	mandy.harris@fastestlabs.com
Cantrell Harris Mandy Harris	TBD	TBD	Los Angeles	CA	(747) 271-4014	mandy.harris@fastestlabs.com
Deepak Kaushik	NAVI LABS LLC	253 West Louise	Manteca	CA	(209) 200-8056	deepak.kaushik@fastestlabs.com
Cantrell Harris Mandy Harris	TBD	TBD	Mid City	CA	(747) 271-4014	mandy.harris@fastestlabs.com
Nisheeth Gupta	Transform Spaces, LLC	TBD	Oakland	CA	(408) 784-5958	gupta-jilla@fastestlabs.com
Bassil Dabdoub	Rapid Synergy Labs, LLC	TBD	Ontario	CA	(513) 616-3462	bassil.d@fastestlabs.com
Danisha Wrighster Danielle Winfield	FLO Glendale CA, LLC	TBD	Oxnard	CA	(747) 528-0796	dani.wrighster@fastestlabs.com
Amber Tyson*	Precision Connect	2693 E. Washington Blvd., Suite 102	Pasadena	CA	(626) 486-9599	pasadena@fastestlabs.com
Warren Zapanta	TBD	1525 North Placentia Ave, Suite I	Placentia	CA	TBD	wzapanta@gmail.com
Deepak Kaushik	NAVI LABS LLC	TBD	Pleasanton	CA	(209) 200-8050	deepak.kaushik@fastestlabs.com
Christopher Williams	CWCC Labs LLC	TBD	Riverside	CA	(909) 521-7006	chris.williams@fastestlabs.com
Joseph Ngai	Lab Services of Norcal, Inc.	TBD	Sacramento	CA	(408) 824-5984	joseph.ngai@fastestlabs.com
Joseph Ngai	Lab Services of Norcal, Inc.	TBD	Sacramento	CA	(408) 824-5984	joseph.ngai@fastestlabs.com
Joseph Ngai	Lab Services of Norcal,	TBD	San Jose	CA	(408) 824-5984	joseph.ngai@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
	Inc.					
Bassil Dabdoub	Rapid Synergy Labs, LLC	TBD	Santa Ana	CA	(714) 603-7582	bassil.d@fastestlabs.com
Joseph Ngai	Lab Services of Norcal, Inc.	TBD	Santa Clara	CA	(408) 824-5984	joseph.ngai@fastestlabs.com
Kumar Vijayendra	MD Testing Service, LLC	TBD	South San Jose	CA	(831) 800-3776	kumar.vijayendra@fastestlabs.com
Danisha Wrighster Danielle Winfield	FLO Glendale CA, LLC	TBD	Thousand Oaks	CA	(747) 528-0796	dani.wrighster@fastestlabs.com
Taisha Walker	DXS Labs LLC	TBD	Vernon	CA	(909) 707-5925	taisha.walker@fastestlabs.com
Reza Rahimi	Radin Testing, LLC	TBD	Westminster	CA	(949) 522-0389	reza.rahimi@fastestlabs.com
Nicholas Barnes*	NIDB Holdings LLC	TBD	Boulder	CO	(720) 463-9010	nicholas.barnes@fastestlabs.com
Rory Teehan Elllen Teehan	T.D.I.B. LLC	TBD	Colorado Springs	CO	(808) 227-9494	rory.teehan@fastestlabs.com
Scott Richmond* Judith Battista	JBSR Enterprises, Inc.	12202 Pecos St. | Suite 200	Westminster	CO	(720) 556-1883	scott.richmond@fastestlabs.com
Stephen Henry Tamika Smith	Premium Choice Property Management, LLC	TBD	Hartford	CT	(413) 218-9742	stephen.h@fastestlabs.com
Stacy Klein Brandon Klein366 Jason Klein	Lion's Den Investments, LLC	9872 South Military Trail, K1	Boynton Beach	FL	(561) 509-7937	stacy.klein@fastestlabs.com
Marc Panton* Coleen Panton	424 Enterprises, LLC	800 Virginia Ave, Ste 15	Fort Pierce	FL	(772) 241-9561	coleen.panton@fastestlabs.com
Allison Tamblyn Kris Martinez	KMAT Consulting, LLC	TBD	Ft. Lauderdale	FL	(305) 705-6442	kris.m@fastestlabs.com
Allison Tamblyn Kris Martinez	KMAT Consulting, LLC	TBD	Hollywood	FL	(305) 705-6442	kris.m@fastestlabs.com
Sharee King	Quality Assured Laboratories, LLC	TBD	Naples	FL	(770) 742-2033	sharee.king@fastestlabs.com
Ian-Carlo Hernandez*	H & B Industries, LLC	2602 SW 19th Ave Rd, Unit 204	Ocala	FL	(352) 900-0996	ian.hernandez@fastestlabs.com
Cardais Crews	Quick Lab Solutions LLC	TBD	Orlando	FL	(407) 906-6148	cardais.crews@fastestlabs.com
Cardais Crews	Quick Lab Solutions LLC	TBD	Orlando	FL	(407) 906-6148	cardais.crews@fastestlabs.com
Tracey Bryson	JT Labs, Inc.	5728 Old	Orlando	FL	(407) 601-0236	jtbryson@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Jesse Bryson		Cheney HWY				
Beth Harrington	ISLAND TIME COASTAL VENTURES, INC.	TBD	Palm Harbor	FL	(727) 258-4059	betha18@yahoo.com
Allison Tamblyn Kris Martinez	KMAT Consulting, LLC	TBD	Pompano Beach	FL	(305) 705-6442	kris.m@fastestlabs.com
Camille Bontrager Eric Bontrager	Quinn Labs, LLC	TBD	Tampa	FL	(727) 827-2804	camille.b@fastestlabs.com
Sharee King	Quality Assured Laboratories, LLC	TBD	Atlanta	GA	(216) 355-2599	sharee.king@fastestlabs.com
Jeremiah Winn Shantay Irons	IronQuest Testing Center, LLC	TBD	Conyers	GA	(312) 532-5755	ironquest@fastestlabs.com
Nathan Foster	Foster Labs Inc.	309 US Highway 80 SE	Pooler	GA	(912) 209-0351	nathanfoster@comcast.net
David Wors* Carrie Wors	Wors Group Fort Wayne, LLC	3460 Stellhorn Rd.	Fort Wayne	IN	(260) 755-1011	dnw3145@yahoo.com
Angie Bacor	Whizz Chicks, LLC	TBD	Indiana	IN	(317) 800-8336	angie.bacor@fastestlabs.com
Angie Bacor	Whizz Chicks, LLC	TBD	Indianapolis	IN	(317) 800-8336	angie.bacor@fastestlabs.com
Angie Bacor	Whizz Chicks, LLC	TBD	Indianapolis	IN	(317) 800-8336	angie.bacor@fastestlabs.com
Michelle Rhymes Kevin Johnson	Nova Property Group LLC	8691 Connecticut St, Ste C	Merrillville	IN	(219) 795-1635	michelle.rhymes@fastestlabs.com
Kelly Blair Julie Blair	Bravo Zulu Labs, LLC	134 North 130 Street, Suite C2	Bonner Springs	KS	(816) 777-2979	blair@fastestlabs.com
Chris Harris Ethel Harris	EQC Enterprise, Inc.	TBD	Baton Rouge	LA	(504) 766-0880	chris.h@fastestlabs.com
Chris Harris Ethel Harris	EQC Enterprise, Inc.	TBD	Baton Rouge	LA	(504) 766-0880	chris.h@fastestlabs.com
Tristan Courtney* James Courtney	TBD	TBD	Boston	MA	TBD	tcourtcargo@gmail.com
Geraldine Pluviose	TBD	TBD	Baltimore	MD	TBD	dinastlouis@hotmail.com
Gregg Hartz LENKRAD, LLC (E)	LENKRAD, LLC	TBD	Hagerstown	MD	TBD	gregg.h@fastestlabs.com
Kevin Moon Lisa Moon	KLM Solutions LLC	207 Transmission Ct	Linthicum Heights	MD	(443) 628-6878	moon24799@gmail.com
Shahzad Manzoor	TBD	TBD	Nottingham	MD	TBD	shahzadmanzoor@gmail.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Jude Fonguh	Fonguh Laboratories LLC	36111 Plymouth Rd.	Livonia	MI	(734) 608-6648	jude.fonguh@fastestlabs.com
Santresa Givens Chris Givens	TBD	TBD	Novi	MI	TBD	santresagivens@hotmail.com
Judy Praska	JP EmpowerU, LLC	7945 Stone Creek Dr., Suite 50	Chanhassen	MN	TBD	judy.p@fastestlabs.com
Kelly Blair Julie Blair	Bravo Zulu Labs, LLC	TBD	Kansas City	MO	(402) 980-5598	blair@fastestlabs.com
Tiffany Irvin Charles Irvin	Irvin Enterprise Incorporated	804 Stamper Road unit 101	Fayetteville	NC	(803) 717-2200	tiffany.irvin@fastestlabs.com
Chris Omohundro	Piedmont Testing Labs, LLC	TBD	Greensboro	NC	(336) 329-6164	chris.omohundro@fastestlabs.com
Devon Soodan Vanessa Soodan	Triangle Labs, LLC	TBD	Raleigh	NC	(919) 520-3431	devon.s@fastestlabs.com
Ken Baker	Goldstream, Inc.	2011 Corporate Drive, Unit 1	Wilmington	NC	(910) 399-3661	ksbaker@fastestlabs.com
Sarah Olson*	TBD	TBD	Nashua	NH	TBD	sarah.olson@fastestlabs.com
Saadman Khan	URMRK Labs LLC	1257 Paterson Plank Road	Secaucus	NJ	(201) 669-4447	saadman.khan@fastestlabs.com
Jerrold Burt*	TBD	TBD	Union	NJ	(908) 875-7352	jeri.burt@fastestlabs.com
Emily Childers* Caleb Childers	Warp 10 Labs, LLC	4375 Las Vegas Blvd N	Las Vegas	NV	(702) 844-2323	emily.childers@fastestlabs.com
Sharee King	Quality Assurance Laboratories, LLC	TBD	Akron	OH	TBD	sharee.king@fastestlabs.com
Sharee King Quality Assurance Laboratories, LLC (E)	Quality Assurance Laboratories, LLC	1557 Vernon Odom Blvd., Suite 205	Akron	OH	(330) 442-4922	sharee.king@fastestlabs.com
Savanna McElwain Mark McElwain	McElwain Labs LLC	4867 Fulton Dr NW | Unit A	Canton	OH	(330) 415-2350	savanna.mcelwain@fastestlabs.com
Jeffrey Brewer Brandi Brewer	Adjudication Labs, Inc.	TBD	Cincinnati	OH	(513) 870-9600	jeffrey.b@fastestlabs.com
Kimberly Campbell David Campbell	Absolute Faith, LLC	TBD	Dayton	OH	(937) 909-9002	drugtestsouthdayton@fastestlabs.com
Rebecca McNish	Blue Heron Franchising, LLC	9555 Vista Way	Garfield Heights	OH	(216) 282-3443	becca.m@fastestlabs.com
Sharee King	Quality Assured Laboratories, LLC	TBD	Olmstead	OH	(770) 742-2033	sharee.king@fastestlabs.com
Joel Herdzina	Magis, LLC	TBD	Midwest	OK	(405) 810-6822	joel.h@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
			City			
Joel Herdzina	Magis, LLC	TBD	Oklahoma City	OK	(405) 810-6822	joel.h@fastestlabs.com
Joel Herdzina	Magis, LLC	1213 Sovereign Row	Oklahoma City	OK	(405) 810-6020	joel.h@fastestlabs.com
Sandy Luu Katie Andersen	Diverse Labs PDX, LLC	TBD	Oregon	OR	(503) 444-9166	katie.a@fastestlabs.com
Sandy Luu Katie Andersen	Diverse Labs PDX, LLC	TBD	Portland	OR	(503) 444-9166	katie.a@fastestlabs.com
Sandy Luu Katie Andersen	Diverse Labs PDX, LLC	TBD	Portland	OR	(503) 444-9166	katie.a@fastestlabs.com
Steve Gettins Christina Gettins	Gettins Tested LLC	198 Nazareth Pike, Suite C	Bethlehem	PA	(610) 871-9220	gettins@juno.com
John McNichol* Danielle McNichol	Fastest Legacy, LLC	1999 Sproul Road	Suite 25	PA	(267) 500-9759	springfield@fastestlabs.com
John McNichol* Danielle McNichol	Fastest Legacy, LLC	1239 West Chester Pike, Unit B	West Chester	PA	(267) 500-9759	westchester@fastestlabs.com
Julie Zito	Zito Labs LLC	TBD	Providence	RI	(401) 200-0100	julie.zito@fastestlabs.com
Julie Zito	Zito Labs LLC	1800 Post Rd, 4A	Warwick	RI	(401) 484-4002	julie.zito@fastestlabs.com
Tyler Lane* Brianna Lane Terry England Penny England	Freedom Lab, LLC	2171 Ashley Phosphate Rd., Suite C	North Charleston	SC	(843) 277-0064	tyler.lane@fastestlabs.com
Terri Murray	PCSA Labs, LLC	1590-01 Constitution Blvd	Rock Hill	SC	(980) 206-8024	terri.m@fastestlabs.com
Sidney Hoff* Hannah Bonsu	Genesis Line, LLC	1087 Harbor Dr., Suite C	West Columbia	SC	(803) 906-3200	westcolumbia@fastestlabs.com
Jose Olaizola	TBD	TBD	Sioux Falls	SD	TBD	sogologistics@gmail.com
James Robinson Latanyua Robinson	Latrobe Testing Resources, LLC	6969 Winchester Rd.	Memphis	TN	(901) 942-8881	james.r@fastestlabs.com
Jennifer Osborne* Mark Tyree	Quick Labs, LLC	2603 Elm Hill Pike, Suite L	Nashville	TN	(615) 433-5227	jenosb0422@gmail.com
Zoheb Daredia Shirin Master	Waves Labs LLC	TBD	Arlington	TX	(205) 370-8793	zoheb.daredia@fastestlabs.com
Dennis Burke Dustin Copening	S & S Screening, LLC	TBD	Denton	TX	TBD	dennis.burke@fastestlabs.com
Cory Potts	Potts Testing Labs, LLC	TBD	Fort Worth	TX	TBD	potts@lpse.net
Paula Whitfield	PWR Holdings Corp.	TBD	Houston	TX	(713) 834-7540	paula.w@fastestlabs.com
Dennis Burke Dustin Copening	S & S Screening, LLC	TBD	Little Elm	TX	TBD	dennis.burke@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Mario Matthews	Trinity Salem Fast Testing Solutions, LLC	TBD	Round Rock	TX	TBD	mario.matthews@fastestlabs.com
Mario Matthews	Trinity Salem Fast Testing Solutions, LLC	TBD	Waco	TX	TBD	mario.matthews@fastestlabs.com
Stephen Collings	SC Solutions, LLC	TBD	Ogden	UT	(801) 781-5295	stephen.c@fastestlabs.com
Stephen Collings	SC Solutions, LLC	TBD	South Salt Lake City	UT	(801) 781-5295	stephen.c@fastestlabs.com
Sarah Katcher Brian Katcher	Boise River Group, Inc.	TBD	Annandale	VA	(540) 935-8589	sarah.k@fastestlabs.com
Dylan Childers James Dyke	SDC Ventures LLC	TBD	Chesapeake	VA	(804) 596-5604	dylan.c@fastestlabs.com
Dylan Childers James Dyke	SDC Ventures LLC	3424 Boulevard, Suite B	Colonial Heights	VA	(804) 495-1286	dylan.c@fastestlabs.com
Dylan Childers James Dyke	SDC Ventures LLC	TBD	Newport News	VA	(804) 596-5604	dylan.c@fastestlabs.com
Dylan Childers James Dyke	SDC Ventures LLC	TBD	Norfolk	VA	(804) 596-5604	dylan.c@fastestlabs.com
Osama Khokhar K Labs LLC (E)	K Labs LLC	TBD	Bellingham	WA	TBD	k-quest@outlook.com
Rachel George David George	D&R Rainier Labs, LLC	TBD	Lacey	WA	(253) 302-5025	drgeorge@fastestlabs.com
Rachel George David George	D&R Rainier Labs, LLC	TBD	Seattle	WA	(253) 302-5025	drgeorge@fastestlabs.com

*These franchisees are Area Developers.

Former Franchisees:

The name and last known address of every franchisee who had a FT Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2023 to December 31, 2023, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Ruby Escarcega	Labology, LLC	3120 N. Arizona Ave. #104	Chandler	AZ	(480) 360-7895	chandler-gilbert@fastestlabs.com
Joseph Delaney	Delshel, LLC	7315 E Evans Road	Scottsdale	AZ	(480) 550-7230	scottsdale@fastestlabs.com
Cameron Creek	Inisght Testing Services, LLC	2105 S. 48th Street #108	Tempe	AZ	(480) 800-8378	tempe@fastestlabs.com
Joseph Ezer Rozita Ezer	EzFast Labs LLC	7401 Lankershim Blvd. STE 102	North Hollywood	CA	(818) 505-3525	sanfernando@fastestlabs.com
Scott Richmond	JBSR Enterprises, Inc.	4665 Paris Street,	Denver	CO	(720) 463-9010	nedenver@fastestlabs.com
Jason Hicks	Goldfinger Testing, LLC	6810 South Dallas Way	Greenwood Village	CO	(720) 893-2105	southdenver@fastestlabs.com

Owner Name(s)	Entity Name	Street Address	City	State / Province	Center Phone	Email
Scott Richmond	JBSR Enterprises, Inc.	6810 South Dallas Way	Greenwood Village	CO	(720) 893-2105	southdenver@fastestlabs.com
John Patrick Earlene Patrick	JEP Labs, LLC	300 Prosperity Farms Rd Suite A	North Palm Beach	FL	(772) 240-0370	northpalmbeach@fastestlabs.com
Kelly Blair Julie Blair	Bravo Zulu Labs, LLC	600 University Office Blvd Bldg 8A	Pensacola	FL	(850) 364-4500	pensacola@fastestlabs.com
Matt Noe	Express Labs, LLC	7600 Veterans Pkwy, Suite A	Columbus	GA	(706) 221-1470	columbusga@fastestlabs.com
Daniel Wainwright	Wainwright Food Concepts, LLC	18E Regent Park Blvd	Asheville	NC	(828) 505-4917	asheville@fastestlabs.com
Cynthia Akins Tom Akins	In and Out Labs, LLC	319 Garlington Rd, Unit D-6	Greenville	SC	(864) 609-4161	greenville@fastestlabs.com
Amanda Howard	Tennessee Labs, LLC	545 E Spring St	Cookeville	TN	(931) 510-0199	cookeville@fastestlabs.com
Byron Sneed	BANC Investments, LLC	3435 Greystone Drive	Austin	TX	(512) 323-0809	byron.s@fastestlabs.com
Wilson Olatunde	Dancing River, LLC	10021 Main St.	Houston	TX	(713) 485-4080	swhouston@fastestlabs.com
Brennan Claflin Emily Claflin	FL 280, LLC	6420 NW Loop 410	San Antonio	TX	(210) 520-5800	brennan.c@fastestlabs.com
Brittany Baker	Ethan Ellie Enterprises, Inc.	4103 S Main St #110	Stafford	TX	(832) 500-4070	drugtestsugarland@fastestlabs.com
Julian Goudy	Vallee Labs, LLC	4642 Cottage Grove Rd.	Madison	WI	(608) 467-7900	madison@fastestlabs.com

EXHIBIT F

STATE ADDENDA
AND AGREEMENT RIDERS

STATE ADDENDA AND AGREEMENT RIDERS

ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR FAS-TES FRANCHISE SYSTEMS, LLC

The following modifications are made to the Fas-Tes Franchise Systems, LLC ("**Franchisor**," "**us**," "**we**," or "**our**") Franchise Disclosure Document ("**FDD**") given to franchisee ("**Franchisee**," "**you**," or "**your**") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated _____, 20___ ("**Franchise Agreement**"). When the term "**Franchisor's Choice of Law State**" is used, it means Texas. When the term "Supplemental Agreements" is used, it means Area Development Agreement.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State-Specific Addendum ("**State Addendum**") will modify these agreements to comply with the state's laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

CALIFORNIA

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

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

The Franchise Agreement and Are Development Agreement contain provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Texas. 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 the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement and Area Development Agreement require the application of the law of Texas. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement provides for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement and Area Development Agreement contain a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

The Franchise Agreement and Area Development Agreement contain a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.

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

Our website has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of this website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

You must comply with the licensure and certification requirements of the California Business and Professions Code related to Clinical Laboratory Technology, BPC § 1260 – 1327, as applied to your clinical laboratory performing clinical laboratory tests or examinations under the federal Clinical Laboratory Improvement Amendments (CLIA) as well as your employees performing the testing.

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. See NASAA STATEMENT OF POLICY REGARDING THE USE OF FRANCHISE QUESTIONNAIRES

AND ACKNOWLEDGMENTS. https://nasaa.org/wp-content/uploads/2022/11/sop-franchise-questionnaires.pdf.

The second paragraph of Section 23 of the Franchise Agreement is hereby revised to state: Franchisee acknowledges that it has entered into this Franchise Agreement after making an independent investigation of Franchisor's operations and no one has made any other representation which is not expressly set forth in this Franchise Agreement, or in the Franchise Disclosure Document provided to Franchisee.

Section 24 of the Franchise Agreement is hereby removed and replaced with the following:

"This Franchise Agreement, all exhibits to this Franchise Agreement and all ancillary agreements executed contemporaneously with this Franchise Agreement constitute the entire agreement between the parties with reference to the subject matter of this Franchise Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document furnished to Franchisee. Franchisee acknowledges and agrees that Franchisee is entering into this Franchise Agreement, and all ancillary agreements executed contemporaneously with this Franchise Agreement, as a result of Franchisee's independent investigation of the Franchised Business.

Franchisee hereby acknowledges and further represents and warrants to Franchisor that:

(1) Franchisee has entered into this Franchise Agreement after making an independent investigation of Franchisor's operations and the System;

(2) Franchisor has not made any guarantee or provided any assurance that the Franchised Business location will be successful or profitable regardless of the fact that Franchisor may have approved of the location of the office of the Franchised Business;

(3) Franchisee has (a) read this Franchise Agreement in its entirety and understands its contents; (b) been given the opportunity to clarify any provisions that Franchisee did not understand; and (c) had the opportunity to consult with professional advisors regarding the operation and effect of the Franchise Agreement and the operation of the System;

(4) Franchisee has, together with its advisors, sufficient knowledge and experience in financial and business matters to make an informed decision with respect to the franchise offered by Franchisor;

(5) Franchisee has received a copy of Franchisor's Franchise Disclosure Document not later than the earlier of fourteen (14) calendar days before execution of this Franchise Agreement, or fourteen (14) calendar days before Franchisee made any payment of any consideration to Franchisor; and

(6) The covenants not to compete set forth in this Franchise Agreement are fair and reasonable, and will not impose any undue hardship on Franchisee, since Franchisee has other considerable skills, experience and education, which provide the opportunity to Franchisee to derive revenue from other endeavors.

(7) Franchisee acknowledges that the agreement between the parties regarding applicable governing law and exclusive jurisdiction set forth in this Franchise Agreement provides

each of the parties with a mutual benefit of uniform interpretation of this Franchise Agreement and any dispute arising out of this Franchise.

Except as may have been disclosed in Item 19 of Franchisor's Franchise Disclosure Document, Franchisee represents and warrants to Franchisor that no claims, representations or warranties regarding the earnings, sales, profits, success or failure of the Franchised Business have been made to Franchisee by Franchisor or by any officer, directors, employee, agent or representative of Franchisor.

Nothing in this Franchise Agreement or in any related agreement is intended to disclaim the representations franchisor made in the franchise disclosure document.

Except for those changes permitted to be made unilaterally by Franchisor, no amendment, change or variance from this Franchise Agreement is binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Except as otherwise expressly provided, nothing in this Franchise Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Franchise Agreement.

The headings of the several sections and paragraphs are for convenience only and do not define, limit or construe the contents of sections or paragraphs."

Section 18.4 of the Area Development Agreement is hereby revised to state: You acknowledge and accept the following: The success of you in managing and operating multiple Fastest Labs Businesses is speculative and will depend on many factors, including, to a large extent, your independent business ability. You have been given the opportunity to obtain independent advice from legal and other professionals before entering into this Area Development Agreement. This offering is not a security as that term is defined under applicable Federal and State securities laws. The obligation to train, manage, pay, recruit and supervise employees of the Fastest Labs Businesses rests solely with you. We have not made any representation, warranty or guaranty, express or implied, as to the potential revenues, profits or services of the business venture to you and cannot, except under the terms of this Area Development Agreement, exercise control over your business. You acknowledge and agree that you have no knowledge of any representation made by us or our representatives of any information that is contrary to the terms contained herein.

California's Franchise Investment Protection 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 I, 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.

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

HAWAII

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS 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 IN THIS FRANCHISE DISCLOSURE DOCUMENT 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 YOU OR SUBFRANCHISOR AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE 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 US AND YOU.

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

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.

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit K of the FDD on the page entitled, "State Effective Dates".

2. States which have refused, by order or otherwise, to register these Franchises are:

   None

3. States which have revoked or suspended the right to offer the Franchises are:

   None

4. States in which the proposed registration of these Franchises has been withdrawn are:

None

ILLINOIS

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void." The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act."

Item 17.w, Choice of Law, of the FDD is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three years after the act or transaction constituting the violation upon which it is based, the expiration of one year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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.

Fee Deferral

Based on our financial condition, the Illinois Attorney General's Office has required that payment of initial franchise fees be deferred until the Franchisor has completed all initial obligations owed the Franchisee by the Franchisor or affiliate and the Franchisee has commenced doing business.

INDIANA

Item 8 of the FDD is amended to add the following:

> Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

> Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
>
> Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

> No competing business for two years within the Territory.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

> Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

> Litigation regarding Franchise Agreement in Indiana; other litigation in Franchisor's Choice of Law State. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

> Indiana law applies to disputes covered by Indiana franchise laws; otherwise Franchisor's Choice of Law State law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Franchisor's Choice of Law State law, if such provisions are in conflict with Indiana law.

2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.

3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.

4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).

5. The following provision will be added to the Franchise Agreement:

> No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

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.

IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any

negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Fas-Tes Franchise Systems, LLC, 5718 University Heights, Suite 105, San Antonio, Texas 78249, or send a fax to Fas-Tes Franchise Systems, LLC at 210-696-5526 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

MARYLAND

AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, AND AREA DEVELOPMENT AGREEMENT

Item 17 of the FDD and the Franchise Agreement are amended to state: "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."

Item 17 of the FDD and sections of the Franchise Agreement and Area Development Agreement are amended to state: "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the Franchise."

The Owners Agreement is amended to state: "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

The Franchise Agreement, Area Development Agreement, Owners Agreement and Franchise Disclosure Questionnaire are amended to state: "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."

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 and Area Development Agreement are amended to state: This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

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.

Fee Deferral

Item 5 of the FDD, the Franchise Agreement and the Area Development Agreement are revised to state: 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. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens. Additionally, the Deposit Agreement is void under this financial assurance requirement.

FRANCHISOR:	**FRANCHISEE:**
FAS-TES FRANCHISE SYSTEMS, LLC	_____ Entity name (if any)
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MICHIGAN

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.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(525) A prohibition on your right to join an association of franchisees.

(b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this Act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.

I A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us 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 five years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six months' advance notice of our intent not to renew the Franchise.

I A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the Franchise. Good cause shall include, but is not limited to:

(525) the failure of the proposed transferee to meet our then-current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.

(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision I.

(525) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING 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:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
525 W. Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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.

MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any

provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.

4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 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; and that consent to the transfer of the Franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.

7. The following language will appear as a new paragraph of the Franchise Agreement:

> No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

9. Item 6 of the FDD and Section 8G of the Franchise Agreement are hereby amended to limit the Insufficient Funds Charge to $30 per occurrence pursuant to Minnesota Statute 604.113.

10. 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.

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 SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW**

YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to 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 ten-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including without limitation, actions affecting a license as a real estate broker or sales agent.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

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

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

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

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

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.

NORTH DAKOTA

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 6 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statue, are unfair, unjust, or inequitable

within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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.

OHIO

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials_____ Date_____

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Fas-Tes Franchise Systems, LLC, 5718 University Heights, Suite 105, San Antonio, Texas 78249, or send a fax to Fas-Tes Franchise Systems, LLC at 210-696-5526 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: _____

By: _____
Print Name: _____
Its: _____

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the

application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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.

SOUTH DAKOTA

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.

VIRGINIA

Item 17(h). The following is added to Item 17(h):

> "Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable."

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Fas-Tes Franchise Systems, LLC for use in the Commonwealth of Virginia shall be amended as follows:

> Additional Disclosure. The following statements are added to Item 8 and Item 17.h.
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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.

Fee Deferral

Items 5 and 7 of the Franchise Disclosure Document and the Franchise Agreement are amended to state: The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The Area Development Agreement is amended to state: The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the development fee owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the development agreement.

WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, AREA DEVELOPMENT AGREEMENT, FRANCHISE DISCLOSURE DOCUMENT AND RELATED AGREEMENTS

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 franchises, 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.

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.

Fee Deferral

Item 5 of the FDD, the Franchise Agreement and Area Development Agreement are revised to state: 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. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20 _____.

FRANCHISOR	FRANCHISEE

WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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.

(Signatures on following page)

APPLICABLE ADDENDA

If any one of the preceding Addenda for specific states ("**Addenda**") is checked as an "Applicable Addenda" below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

☐ California	☐ Michigan	☐ Rhode Island
☐ Hawaii	☐ Minnesota	☐ South Dakota
☐ Illinois	☐ New York	☐ Virginia
☐ Iowa	☐ North Dakota	☐ Washington
☐ Indiana	☐ Ohio	☐ Wisconsin
☐ Maryland		

Dated: _____, 20____

FRANCHISOR:

FAS-TES FRANCHISE SYSTEMS, LLC

By: _____

Title: _____

FRANCHISEE:

_____

_____

By: _____

Title: _____

Rev. 030323

EXHIBIT G

FRANCHISE BRAND STANDARDS MANUAL
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EXHIBIT H

CONTRACTS FOR USE WITH THE FT FRANCHISE

The following contracts contained in Exhibit H are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the FT Business. The following are the forms of contracts that Fas-Tes Franchise Systems, LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked "Sample," they are subject to change at any time.

EXHIBIT H-1

FASTEST LABS FRANCHISE

SAMPLE GENERAL RELEASE AGREEMENT

WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims ("Release") is made as of _____, 20___ by _____, a(n) _____ ("Franchisee"), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, "Releasor") in favor of Fas-Tes Franchise Systems, LLC, a Texas limited liability company ("Franchisor," and together with Releasor, the "Parties").

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement ("Agreement") pursuant to which Franchisee was granted the right to own and operate a Fastest Labs business;

WHEREAS, (Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement) or **(the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release)**, and Franchisor has consented to such **(transfer/successor franchise agreement/amendment/termination/other reason)**; and

WHEREAS, as a condition to Franchisor's consent to **(transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason)**, Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor's consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the "Released Parties"), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and

performance of the Agreement and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third-party claim.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Release to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Texas.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

i. This Release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, and the rules adopted thereunder in accordance with RCW 19.100.220.

IN WITNESS WHEREOF, Releasor has executed this Release as of the date first written above.

FRANCHISEE:

_____, a

_____

By: _____

Printed Name: _____

Title: _____

FRANCHISEE'S OWNERS:

Date _____

_____
Signature

_____
Typed or Printed Name

_____
Signature

_____
Typed or Printed Name

Rev. 092122

EXHIBIT H-2

FASTEST LABS FRANCHISE

SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement ("Agreement") is entered into by the undersigned ("you" or "your") in favor of Fas-Tes Franchise Systems, LLC, a Texas limited liability company, and its successors and assigns ("us", "we" or "our"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Competitive Business" means any business that is of a character and concept that looks like, copies, imitates, or operates in any manner like a Fastest Labs business, including but not limited to, a business that provides drug testing services similar to the drug testing provided from a Fastest Labs business.

"Copyrights" means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of a Fastest Labs business or the solicitation or offer of a Fastest Labs franchise, whether now in existence or created in the future.

"Franchisee" means the Fastest Labs franchisee for which you are a manager or officer.

"Franchisee Territory" means the territory granted to you pursuant to a franchise agreement with us.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Fastest Labs business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a Fastest Labs business, which may be periodically modified by us.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Fastest Labs business, including "FAS-TES," and any other trademarks, service marks, or trade names that we designate for use by a Fastest Labs business. The term "Marks" also includes any distinctive trade dress used to identify a Fastest Labs business, whether now in existence or hereafter created.

"Prohibited Activities" means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing or attempting to induce any customer of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

"Restricted Period" means the two-year period after you cease to be a manager or officer of Franchisee's Fastest Labs business; provided, however, that if a court of competent jurisdiction

determines that this period of time is too long to be enforceable, then the "Restricted Period" means the one year period after you cease to be a manager or officer of Franchisee's Fastest Labs business.

"Restricted Territory" means the geographic area within: (i) a 25-mile radius from Franchisee's Fastest Labs business (and including the premises of the approved location of Franchisee); and (ii) a 25-mile radius from all other Fastest Labs businesses that are operating or under construction as of the beginning of the Restricted Period; provided, however, that if a court of competent jurisdiction determines that the foregoing Restricted Territory is too broad to be enforceable, then the "Restricted Territory" means the geographic area within a 12.5-mile radius from Franchisee's Fastest Labs business (and including the premises of the approved location of Franchisee).

"System" means our system for the establishment, development, operation, and management of a Fastest Labs business, including Know-how, proprietary programs and products, Manual, and operating system.

2. Background. You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the Fastest Labs business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee's Fastest Labs business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee's Fastest Labs business by engaging in any Prohibited Activities.

5. Unfair Competition After Relationship. You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity.

6. Immediate Family Members. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any

Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

7. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

8. Breach. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Fastest Labs franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. Miscellaneous.

a. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date_____

_____
Signature

_____
Typed or Printed Name

Rev. 120619

EXHIBIT H-3

FASTEST LABS FRANCHISE

SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into by the undersigned ("you") in favor of Fas-Tes Franchise Systems, LLC, a Texas limited liability company, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

"Copyrights" means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Fastest Labs franchisees to use, sell, or display in connection with the marketing and/or operation of a Fastest Labs business, whether now in existence or created in the future.

"Fastest Labs business" means a business that provides drug testing for regulatory compliance, employment compliance, safety and personal purposes and workplace safety purposes for commercial businesses and consumers and other related products and services using our Intellectual Property.

"Franchisee" means the Fastest Labs franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

"Intellectual Property" means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

"Know-how" means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of a Fastest Labs business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

"Manual" means our confidential operations manual for the operation of a Fastest Labs business.

"Marks" means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a Fastest Labs business, including "FAS-TES" and any other trademarks, service marks, or trade names that we designate for use by a Fastest Labs business. The term "Marks" also includes any distinctive trade dress used to identify a Fastest Labs business, whether now in existence or hereafter created.

"System" means our system for the establishment, development, operation, and management of a Fastest Labs business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. Background. You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

3. Know-How and Intellectual Property: Nondisclosure and Ownership. You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the

Fastest Labs business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Fas-Tes Franchise Systems, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

4. Immediate Family Members. You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Fastest Labs franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed $1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

a. Although this Agreement is entered into in favor of Fas-Tes Franchise Systems, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent, representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Texas, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date_____ _____

Signature

_____

Typed or Printed Name

Rev. 032916

EXHIBIT H-4

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

Bank Account Information:

Bank Name		
Bank Mailing Address (street, city, state, zip)		
Bank Account No.	☐ Checking ☐ Savings (check one)	Bank Routing No. (9 digits)
Bank Mailing Address (city, state, zip)		Bank Phone No.

Authorization:

Franchisee hereby authorizes Fas-Tes Franchise Systems, LLC ("Franchisor") to initiate debit entries to Franchisee's account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee's account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____ Date: _____
Printed Name: _____
Its: _____

Federal Tax ID Number: _____

Rev. 032916

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

EXHIBIT H-5

FASTEST LABS FRANCHISE

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment ("**Agreement**") is entered into this _____ day of _____, 20_____, between Fas-Tes Franchise Systems, LLC, ("**Franchisor**"), a Texas limited liability company, _____ ("**Former Franchisee**"), the undersigned owners of Former Franchisee ("**Owners**") and _____, a [State] [corporation/limited liability company] ("**New Franchisee**").

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20_____ ("**Former Franchise Agreement**"), in which Franchisor granted Former Franchisee the right to operate a Fastest Labs franchise located at _____ ("**Franchised Business**"); and

WHEREAS, Former Franchisee desires to assign ("**Requested Assignment**") the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor's current form of franchise agreement together with all exhibits and attachments thereto ("**New Franchise Agreement**"), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement ("**Franchisor's Assignment Fee**").

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Former Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee's signing the New Franchise Agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor's Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Former Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee's rights to operate the Franchised Business are terminated and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business under

the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination, expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of a Fastest Labs franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of the New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee, and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Former Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

FRANCHISOR:

FAS-TES FRANCHISE SYSTEMS, LLC

By: _____

Printed Name: _____

Title: _____

FORMER FRANCHISEE:

_____

By: _____

Printed Name: _____

Title: _____

NEW FRANCHISEE:

_____

By: _____

Printed Name: _____

Title: _____

Rev. 031821

EXHIBIT H-6

FASTEST LABS FRANCHISE

SAMPLE LEASE ADDENDUM

This Addendum to Lease ("**Addendum**"), dated _____, 20___, is entered into by and between _____ ("**Landlord**"), _____ ("**Tenant**") and Fas-Tes Franchise Systems, LLC ("**Franchisor**"), collectively referred to herein as the "**Parties**".

A. Landlord and Tenant have entered into a certain Lease Agreement dated _____, 20___, and pertaining to the premises located at _____ ("**Lease**").

B. Landlord acknowledges that Tenant intends to operate a franchised business from the leased premises ("**Premises**") pursuant to a Franchise Agreement ("**Franchise Agreement**") with Franchisor under Franchisor's trademarks and other names designated by Franchisor (herein referred to as "**Franchised Business**" or "**Franchise Business**").

C. The parties now desire to supplement the terms of the Lease in accordance with the terms and conditions contained herein.

NOW, THEREFORE, it is hereby mutually covenanted and agreed among the Parties as follows:

1. Use of the Premises. During the term of the Franchise Agreement, the Premises shall be used only for the operation of the Franchised Business.

2. Franchise System. Landlord hereby consents to Tenant's use of such proprietary marks, signs, interior and exterior décor items, color schemes and related components of the Franchised Business required by Franchisor. Tenant's use of such items shall at all times be in compliance with all applicable laws, ordinances, rules and regulations of governmental authorities having jurisdiction over the Premises.

3. Assignment. Tenant shall have the right, without further consent from Landlord, to sublease or assign all of Tenant's right, title, and interest in the Lease to an assignee of the Tenant or the Franchised Business ("**Franchise Assignee**") at any time during the term of the Lease, including any extensions or renewals thereof. In addition, if Tenant fails to timely cure any default under either the Lease or the Franchise Agreement, Franchisor or a Franchise Assignee that Franchisor designates, will, at its option, have the right, but not the obligation, to take an assignment of Tenant's interest under the Collateral Assignment of Lease or other form of assignment and assumption document reasonably acceptable to Landlord, provided such Franchise Assignee cures a default of the Lease no later than ten days following the end of Tenant's cure period. No assignment shall be effective until: (i) a Franchise Assignee gives Landlord written notice of its acceptance of the assignment and assumption of the Lease; and (ii) Tenant or the Franchisee Assignee has cured all material defaults of the Lease for which it has received notice from Landlord. Nothing contained herein or in any other document shall create any obligation or liability of Franchisor, any Franchise Assignee, or guarantor thereof under the Lease unless and until the Lease is assigned to, and accepted in writing by a Franchise Assignee. In the event of any assignment or purported assignment under this Addendum, Tenant shall remain liable under the terms of the Lease and the assignee or subtenant shall retain all of the Tenant's rights granted in the Lease

including without limitation: (x) any grant of a protected territory or use exclusivity; and (y) the renewal or extension of the Lease term. With respect to any assignment proposed or consummated under this Addendum, Landlord hereby waives any rights it may have to: (A) recapture the Premises; (B) terminate the Lease; or (C) modify any terms or conditions of the Lease. If Franchisor accepts an assignment and assumes the Lease under this section, Franchisor shall have the right to further sublet or reassign the Lease to another Franchise Assignee without Landlord's consent in which event Franchisor shall be released from any obligation or liability under the Lease. As used in this Addendum, "**Franchise Assignee**" means: (i) Franchisor or Franchisor's parent, subsidiary, or affiliate; or (ii) any franchisee of Franchisor or of Franchisor's parent, subsidiary, or affiliate.

4. Default and Notice.

a. If Tenant defaults on or breaches the Lease and Landlord delivers a notice of default to Tenant, Landlord shall contemporaneously send a copy of such default notice to Franchisor. Franchisor shall have the right, but not the obligation, to cure the default during Tenant's cure period plus an additional ten (10) day period. Franchisor will notify Landlord whether it intends to cure the default prior to the end of Tenant's cure period.

b. All notices to Franchisor shall be sent by registered or certified mail, postage prepaid, to the following address:

Fas-Tes Franchise Systems, LLC
5718 University Heights, Suite 105
San Antonio, TX 78249

Franchisor may change its address for receiving notices by giving Landlord written notice of the new address. Landlord agrees that it will notify both Tenant and Franchisor of any change in Landlord's mailing address to which notices should be sent.

c. Tenant and Landlord agree not to terminate, or materially amend the Lease during the term of the Franchise Agreement or any renewal thereof without Franchisor's prior written consent. Any attempted termination, or material amendment shall be null and void and have no effect as to Franchisor's interests thereunder; and a clause to the effect shall be included in the Lease.

5. Termination or Expiration.

a. If Franchisor does not elect to take an assignment of the Tenant's interest, Landlord will allow Franchisor to enter the Premises, without being guilty of trespass and without incurring any liability to Landlord, to remove all signs, awnings, and all other items identifying the Premises as a Franchised Business and to make other modifications (such as repainting) as are reasonably necessary to protect the Franchisor's trademarks and franchise system and to distinguish the Premises from a Franchised Business provided that Franchisor repairs any damage caused to the Premises by exercise of its rights hereunder.

b. If any Franchise Assignee purchases any assets of Tenant, Landlord shall permit such Franchise Assignee to remove all the assets being purchased, and Landlord waives any lien rights that Landlord may have on such assets.

6. Consideration; No Liability.

a. Landlord acknowledges that the Franchise Agreement requires Tenant to receive Franchisor's approval of the Lease prior to Tenant executing the Lease and that this Addendum is a material requirement for Franchisor to approve the Lease. Landlord acknowledges Tenant would not lease the Premises without this Addendum. Landlord also hereby consents to the Collateral Assignment of Lease from Tenant to Franchisor as evidenced by Attachment 1.

b. Landlord further acknowledges that Tenant is not an agent or employee of Franchisor, and Tenant has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Franchisor or any Franchise Assignee, and that Landlord has entered into this with full understanding that it creates no duties, obligations, or liabilities of or against any Franchise Assignee.

7. Amendments. No amendment or variation of this Addendum shall be valid unless made in writing and signed by the Parties hereto.

8. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions, and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part of this Agreement as though copies herein in full.

IN TESTIMONY WHEREOF, witness the signatures of the Parties hereto as of the day, month, and year first written above.

LANDLORD:

_____

By: _____

Printed Name: _____

Title: _____

TENANT:

_____

By: _____

Printed Name: _____

Title: _____

FRANCHISOR:

_____

By: _____

Printed Name: _____

Title: _____

Rev. 112619

EXHIBIT H-6 Attachment 1

ATTACHMENT 1 TO LEASE ADDENDUM

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, as of the ___ day of _____, 20___ ("**Effective Date**"), the undersigned, _____ ("**Assignor**") hereby assigns, transfers and sets over unto _____ ("**Assignee**") all of Assignor's right, title, and interest as tenant, in, to and under that certain lease, a copy of which is attached hereto as **Exhibit A** ("**Lease**") with respect to the premises located at _____. This Collateral Assignment of Lease ("**Assignment**") is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless Assignee expressly assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and its interest therein, and that Assignor has not previously, and is not obligated to, assign or transfer any of its interest in the Lease or the premises demised thereby.

Upon a default by Assignor under the Lease or under that certain franchise agreement for a franchise between Assignee and Assignor ("**Franchise Agreement**"), or in the event of a default by Assignor under any document or instrument securing the Franchise Agreement, Assignee shall have the right and is hereby empowered, in Assignee's sole discretion, to: (i) cure Assignor's default of the Lease; (ii) take possession of the premises demised by the Lease; (iii) expel Assignor from the premises, either temporarily or permanently; (iv) terminate Assignee's rights, title, and interest in the Lease; and/or (v) assume the Lease. If Assignee expends sums to cure a default of the Lease, Assignor shall promptly reimburse Assignee for the cost incurred by Assignee in connection with such performance, together with interest thereon at the rate of two percent (2%) per month, or the highest rate allowed by law.

Assignor agrees it will not suffer or permit any surrender, termination, amendment, or modification of the Lease without the prior written consent of Assignee. Through the term of the Franchise Agreement and any renewals thereto, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than 30 days before the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as stated herein, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact, which appointment is coupled with an interest to exercise the extension or renewal options in the name, place, and stead of Assignor for the sole purpose of effecting the extension or renewal.

(Signatures on following page)

IN WITNESS WHEREOF, Assignor and Assignee have signed this Collateral Assignment of Lease as of the Effective Date first above written.

ASSIGNOR:

_____

By: _____

Printed Name _____

Its: _____

ASSIGNEE:

_____

By: _____

Printed Name _____

Its: _____

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EXHIBIT I

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

(This questionnaire is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)

As you know, Fas-Tes Franchise Systems, LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of a Fastest Labs franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement.** Please review each of the following questions carefully and provide honest responses to each question. If you answer "No" to any of the questions below, please explain your answer in the table provided below.

Do not sign this Questionnaire if you are a resident of Maryland or the franchise is to be operated in Maryland.

1.	Yes__	No__	Have you received and personally reviewed the Franchise Agreement and each attachment or exhibit attached to it that we provided?
2.	Yes__	No__	Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3.	Yes__	No__	Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.	Yes__	No__	Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5.	Yes__	No__	Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6.	Yes__	No__	Have you had the opportunity to discuss the benefits and risks of developing and operating a Fastest Labs franchise with an existing Fastest Labs franchisee?
7.	Yes__	No__	Do you understand the risks of developing and operating a Fastest Labs franchise?
8.	Yes__	No__	Do you understand the success or failure of your Fastest Labs franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?
9.	Yes__	No__	Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Texas, if not resolved informally or by mediation (subject to state law)?
10.	Yes__	No__	Do you understand that you must satisfactorily complete the initial training

program before we will allow your Fastest Labs franchise to open or consent to a transfer of the Fastest Labs franchise to you?

11. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Fastest Labs franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

12. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

13. Yes__ No__ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Fastest Labs franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?

14. Yes__ No__ Do you understand that the Franchise Agreement, including each attachment or exhibit to the Franchise Agreement, contains the entire agreement between us and you concerning the Fastest Labs franchise?

15. Yes__ No__ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____	_____
Signature of Franchise Applicant	Signature of Franchise Applicant
_____	_____
Name (please print)	Name (please print)
Date _____	Date _____

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

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EXHIBIT J

SAMPLE STANDARD FORM DEPOSIT AGREEMENT

THIS DEPOSIT AGREEMENT (this "*Agreement*") is made and entered into as of _____ *("date")* by and between Fas-Tes Franchise Systems, LLC ("*Franchisor*) and _____. ("*Franchisee*"). Franchisor and Franchisee are sometimes referred to herein individually as a "*Party*" and together as the "*Parties*".

WHEREAS, the Parties anticipate being parties to a Franchise Agreement [and Area Development Agreement] ([collectively,] the "FA *Agreement[s]*"). Once the Franchise Agreement [and Area Development Agreement] is [are] signed (the "*Effective Date*"), Franchisee will be granted the right to operate Franchisor's business concept in one territory in exchange for Franchisee's payment to Franchisor of a franchise fee equal to _____ (the "*Franchise Fee*") [*or* Franchisee will be granted the right to operate Franchisor's business concept in up to ____ territories in exchange for Franchisee's payment to Franchisor of a development fee equal to _____]; and

WHEREAS, the Parties have agreed that Franchisee will first pay to Franchisor a non-refundable deposit equal to $_____ (the "*Deposit*"), and Franchisee will thereafter pay to Franchisor the remaining balance of the Franchise Fee [or Development Fee] equal to $_____ (the "*Remaining Balance*") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Payment of Deposit and Remaining Balance. Prior to the Effective Date, Franchisee shall pay the full amount of the Deposit to Franchisor by delivery by way of wire transfer to an account designated by Franchisor. The Parties agree that the Deposit shall be nonrefundable to Franchisee in all cases. The Remaining Balance shall be due and payable in full by Franchisee to Franchisor, by delivery of cash or by way of wire transfer to an account designated by Franchisor, no later than _____ [date] ("Due Date").

2. Late Payment. If Franchisee fails to pay the Remaining Balance on the contractual due date of _____ and an extension is granted, Franchisee will be subject to a nonrefundable late fee of $2,500.

3. Effect on Agreements. So long as Franchisor receives the Deposit upon the execution of this Agreement, Franchisor shall reserve the territory or development area described below up to the Due Date. If the Franchise Agreement and any Area Development Agreement are signed and the Remaining Balance is paid to Franchisor on or before the Due Date, then Franchisor and Franchisee shall have the obligations in such agreements. If Franchisee fails to sign the Franchise Agreement and any Area Development Agreement and pay the Remaining Balance on or before the Due Date, then the Franchise Agreement and any Area Development Agreement are null and void and Franchisee shall forfeit any rights thereunder to develop and/or otherwise operate its franchised business as described in the Franchise Agreement and any Area Development Agreement. Franchisee acknowledges that, if this occurs, Franchisor is free to offer any voided territory or territories to other prospective franchisees.

Territory or Area Development Area reserved: _____

4. Miscellaneous. This Agreement and the Franchise Agreement and any Area Development Agreement, including the any Addenda thereto, constitutes the entire agreement of the Parties relating to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

Franchisor:

By:_____
Name: _____
Title: _____

Franchisee

By:_____
Name: _____
Title: _____

EXHIBIT K

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	[PENDING]
Illinois	SEE SEPARATE FDD
Indiana	SEE SEPARATE FDD
Maryland	SEE SEPARATE FDD
Michigan	SEE SEPARATE FDD
Minnesota	SEE SEPARATE FDD
North Dakota	SEE SEPARATE FDD
Rhode Island	SEE SEPARATE FDD
South Dakota	SEE SEPARATE FDD
Virginia	SEE SEPARATE FDD
Washington	SEE SEPARATE FDD
Wisconsin	SEE SEPARATE FDD

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 L

RECEIPT

RECEIPT
(Retain This 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 Fas-Tes Franchise Systems, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Under Iowa law, if applicable, Fas-Tes Franchise Systems, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Fas-Tes Franchise Systems, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Fas-Tes Franchise Systems, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise is:
Dave Claflin, 5718 University Heights, Suite 105, San Antonio, Texas 78249, 210-522-9675

Issuance Date: April 2, 2024

I received a disclosure document issued April 2, 2024 which included the following exhibits:

Exhibit A	List of State Administrators and Agents for Service of Process
Exhibit B	Financial Statements
Exhibit C	Franchise Agreement
Exhibit D	Area Development Agreement
Exhibit E	List of Current and Former Franchisees/Area Developers
Exhibit F	State Addenda and Agreement Riders
Exhibit G	Franchise Brand Standards Manual Table of Contents
Exhibit H	Contracts for use with the FT Franchise
Exhibit I	Franchise Disclosure Questionnaire
Exhibit J	Standard Form Deposit Agreement
Exhibit K	State Effective Dates
Exhibit L	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

PLEASE RETAIN THIS COPY FOR YOUR RECORDS

Rev. 012417

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.

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Exhibit K	State Effective Dates
Exhibit L	Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to Fas-Tes Franchise Systems, LLC, 5718 University Heights, Suite 105, San Antonio, Texas 78249.

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