FRANCHISE DISCLOSURE DOCUMENT

Go Painting, LLC
A Utah limited liability company
1108 E South Union Ave. Midvale, UT 84047
Phone: (801) 477-7190
Email: info@gopainting.com
www.gopainting.com

We are ***Go Painting a Utah LLC***. We offer franchises to qualified individuals and entities to own and operate a GO Painting™ franchise under our service marks, trade names, programs, and systems under the name "GO PAINTING" Our franchisees offer quality painting and exterior coating services to the public under the Service Marks and the GO Painting programs and systems (the "Method of Operation").

The total investment necessary to begin operation of a **GO Painting** franchise is **$128,700** to **$172,200**. This includes the initial investment of **$74,500** that must be paid to us or our affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Shaun McMurry at 1108 E South Union Ave., Midvale UT 84047 and (801) 477-7190.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, 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 30, 2025

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.
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 A 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 GO Painting 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 GO Painting franchisee?	Item 20 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 F.

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. This franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Utah. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Utah than in your own state.

2. Mandatory Minimum Payments. You must make minimum royalty, marketing fund payments, local marketing expenditures, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

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1.
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

We are **Go Painting** (called "We," "Us," or "Our"). We were organized in Utah on December 29, 2022. We do business under the name "**GO Painting**" and the **GO Painting** logos. We do not intend to do business under any other names. Go Painting is called "us" or "we" in this Franchise Disclosure Document. "You" means the prospective purchaser of a GO Painting franchise, and includes owners or partners of a corporation, partnership, or other legal entity that purchases a GO Painting franchise.

We are the franchisor of the GO Painting franchise system. We license our franchisees in specified territories to own and to operate franchises under the name "GO Painting." We authorize our franchisees to promote, advertise, and sell quality exterior painting services to the public and particular to institutional clients and to use our Method of Operation and our service marks in the operations of the franchisee's business.

Our principal office address is 1108 E South Union Ave., Midvale UT 84047 Our telephone number is (801) 477_7190. We began offering GO Painting franchises in September 2023. We do not have any other business activities. We have never offered franchises in any other line of business. We do not operate any businesses of the type being franchised. We may attempt to negotiate group discount rates for the benefit of our franchisees for products, supplies, and equipment.

Our affiliate, UCI Holding Co. is our affiliate, operating a holding company at its principal office located at 4350 Arville St., Suite 410, Las Vegas NV 89103. It began this business in 2021. It does not operate any other type of business, and is the owner of certain affiliates listed below, being Unforgettable Coatings of Utah Inc., Unforgettable Coatings of Arizona LLC, and Unforgettable Coatings Inc.

Our affiliate Unforgettable Coatings of Utah Inc. operates a business similar to that being franchised at its principal office located at 213 W. 4860 S., Murray, UT 84047. It began operating this business in 2010 and does not operate any other type of business.

Our affiliate Unforgettable Coatings of Arizona LLC operates a business similar to that being franchised at its principal office located at 2250 E. Germann Rd. #15, Chandler AZ 85286. It began operating this business in 2013 and does not operate any other type of business.

Our affiliate Unforgettable Coatings Inc. operates a business similar to that being franchised at its principal office located at 4350 Arville St., Suite 410, Las Vegas NV 89103. It began operating this business in 2007 and does not operate any other type of business.

Our registered agents for service of process are outlined in Exhibit E to this Disclosure Document.

We and our affiliate companies retain the right to own or operate additional **GO Painting** offices and franchises.

The market for commercial exterior painting services is well established throughout the United States. The principal sources of direct competition for your franchise are similar businesses, some of which are part of

other, existing franchise chains that provide commercial exterior painting services. Indirect sources of competition come from other general contractors.

There are federal, state, and in some cases local regulations pertaining specifically to the construction industry. These regulations pertain to contractor licensing, asbestos and lead paint removal and disposal, hazardous waste handling and disposal, and other permit, zoning, and material handling considerations. Other legal regulations that apply to all businesses generally may include:

Federal, state, and city, county, parish, borough, municipality or other local laws.

Federal. Examples of federal laws are wage and hour, occupational health and safety, equal employment opportunity, hazardous materials communication to employees, hazardous waste and environmental, and the Americans With Disabilities Act.

State. State laws may cover the same topics as federal laws. Examples of state laws include environmental, occupational health and safety, fire, health, and building and construction laws.

Local. Local laws may cover the same topics as federal and state laws. Examples of local laws include health and sanitation, building codes, fire codes, and waste disposal.

This Disclosure Document contains a summary of some material provisions of the Franchise Agreement. However, the Franchise Agreement expresses and governs the actual legal relationship between us and you.

The Franchise Agreement does not make you our agent, legal representative, joint venturer, partner, employee, or servant for any purpose. You will be an independent contractor and will not be authorized to make any contract, agreement, warranty or representation or to create any obligation, express or implied, for us.

2.
BUSINESS EXPERIENCE

Shaun McMurry – CEO, Brand President

Mr. McMurry is our Brand President and has held such role since our 2022 inception. Mr. McMurry has worked in the painting industry since 2001. Most recently, Mr. McMurry was Chief Operating Officer for Unforgettable Coatings, where he is also the founding partner of its Salt Lake City, Utah division from 2010 until December 31, 2022.

Shane Sandall –Chief Marketing Officer

Shane Sandall currently serves as the Chief Marketing Officer of Go Painting, a role has held since our 2022 inception. He has served as Chief Business Officer for Unforgettable Coatings since February 2020. He is also the founding partner and President of Unforgettable Coatings of Arizona, since 2014.

Cory Summerhays – Founder

Mr. Summerhays has been a founding partner since our 2022 inception. Mr. Summerhays is also currently the CEO and Founder of Unforgettable Coatings, which was founded in 2007.

3.
LITIGATION

Martin J. Walsh, Secretary of Labor v. Unforgettable Coatings, Inc., et al, Case 2:20-cv-00510-KJD-BNW, D. Nev., Case 2:20-cv-00510-KDJ-DJA. The Secretary initiated a complaint alleging that between 2016 and 2019, certain violations of the Fair Labor Standards Act ("FLSA") occurred and included Shaun McMurry, Shane Sandall, and Cory Summerhays in the list of defendants. The action sought to enforce the FLSA and to assure compliance. All parties reached a settlement agreement through court mediation. The Court accepted the parties' settlement and, as its final order, outlined that settlement in a Consent Judgement wherein there were no findings of any violation. The parties agreed to resolve the case with an injunction for Defendants to follow the FLSA as well as make a payment of $3,668,499.54.

Other than these actions, no litigation is required to be disclosed in this Item.

4.
BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

5.
INITIAL FEES

You must pay an Initial Franchise Fee**.** The Initial Franchise Fee is paid in consideration for our sales expenses, administrative overhead, return on investment, and start-up costs related to the execution of the Franchise Agreement, the opening of the Franchise, and for our lost or deferred opportunity to sell franchises in the Franchise Territory to others. Initial Franchise Fee is not refundable, in whole or in part. Simultaneous with the execution of the Franchise Agreement, you will pay to us the entire Initial Franchise Fee.

For veterans of the United States armed forces who have been honorably discharged, a discounted Initial Franchise Fee applying a 10% reduction pursuant to the VetFran program will be applied for the first/initial Operating Territory you acquire. Additional information may be requested from us to determine if you qualify.

The amount of the Initial Franchise Fee will depend on how many territories you purchase and is calculated as follows:

Number of Territories Purchased	Initial Franchise Fee
1	$59,500
2	$99,500
3	$134,500
4	$164,500
5	$194,500

In addition to the Initial Franchise Fee, you must purchase your initial marketing materials (brochures, door hangers, business cards, etc.) and franchise apparel (T-shirts, hats, jackets) from us, our parent or our affiliates. The amount of this payment to us, our parent or our affiliates for marketing materials and franchise apparel is generally around **$15,000 to $25,000**. We do not finance any portion of your initial marketing materials or franchise apparel purchases. Payment is due when you order the marketing materials and apparel from us or our parent.

Your use of designated and required software will require certain setup fees of around $7,000. To facilitate your timely onboarding, you will pay **$5,000** of these setup fees to us to that we can efficiently coordinate with the applicable providers. The remainder will be paid to those third party providers we designate.

You must open the franchise within **90** days after the date of the Franchise Agreement.

The initial fees are uniform except as described in this Item 5. The Initial Franchise Fee and the amount paid for the initial marketing materials are not refundable in whole or in part under any circumstances other than those listed above.

6.
OTHER FEES

<table>
<tr><th>Name of Fee</th><th>Amount</th><th>Date Due</th><th>Remarks</th></tr>
<tr><td>Royalty Fee</td><td><table><tr><th>Annual Revenue Tier</th><th>Royalty</th></tr><tr><td>$0 - $749,999</td><td>7%</td></tr><tr><td>$750,000 - $2.99 million</td><td>6%</td></tr><tr><td>$3 million+</td><td>5%</td></tr></table></td><td>Due on the 25th of the month, for all gross revenues received during the preceding month. All royalties will be reported and</td><td>See Note 2. This fee may be payable through automatic debit processes as outlined in the Operations Manual.</td></tr>
</table>

Name of Fee	**Amount**	**Date Due**	**Remarks**
	Certain monthly minimum royalties apply. See Note 2.	monitored through our designated software.	The Royalty percentage is set and does not change during a calendar year. The rate is determined every January 1st based on the previous year's revenue. Annual Revenue Tiers are per territory.
National Marketing and Branding Programs	**2.0%** of your monthly Gross Revenue	Same as above	See Note 2. This fee may be payable through automatic debit processes as outlined in the Operations Manual.
Local Marketing Initiatives	You will spend certain minimum amounts of your annual Gross Revenue on your territory. Marketing. The amount will depend on how long you have been a franchisee, as follows: Year 1: at least $15,000 Years 2 and thereafter: at least 1% of gross revenues, or $10,000, whichever is more.	As Incurred	This amount is not a fee. It is spent by you on local marketing. The cost of any directory listings or your portion of the cost, would be included in your territory marketing. The Year 1 minimum is higher because of your Kickoff expenses (See Item 7).
SEO and Digital Marketing	You will spend at least $1,000 per month on SEO and an additional $750 for digital marketing for your territory. These costs also include updates and maintenance to your territory web page	As incurred.	This fee will be paid to the approved vendor based on your marketing plan and the expenditures you approve with them.
Regional Marketing Co-operatives	Currently 0, and up to **2** percent of your gross revenue according to a vote of the franchisees in the region.	As voted and ap-proved by your regional marketing cooperative (only if franchisees in a territory vote to establish a Regional	If at any meeting of the franchisees in a territory, **65** percent of the franchisees vote to contribute to a regional marketing program, all franchisees within

Name of Fee	Amount	Date Due	Remarks
		Marketing Cooperative).	that region will be obligated to make a contribution to a regional marketing cooperative in the amount established by the vote. For purposes of voting among franchisees in a marketing region for approval of contributing to a regional marketing program, franchisor-owned outlets shall have the same voting power as other franchisees, save that in no event shall all votes ap- proving contribution to a regional marketing program come exclusively from franchisor-owned outlets. We may require you to execute documents that allow us to automatically take this fee out of your franchise bank accounts each month. See Item 11, below.
Technology and Software Fee	Monthly technology and software fees of $499-$599 (for a single user, additional users may be requested at an added charge).	Certain of the monthly fees are due and payable at the same time as royalty fees are due when we assist with making payments to the vendors. We may change the date on which fees are due and will advise you of any change.	These fees are paid to us or approved vendors for required software such as estimating software, CRM, review management, and similar designated softwares. They are subject to change on 30 days' notice to you.

Name of Fee	**Amount**	**Date Due**	**Remarks**
Bookkeeping and Accounting Software and Services	$350 - $500 per month	As incurred.	Paid to approved vendors for bookkeeping services and accounting software, on their then-current terms as established by the applicable vendor(s).
Additional On-Site Training (As needed, or upon your request)	**$2,500** per day and you must reimburse us for our out-of-pocket costs.	Before opening or after you open your franchise for business.	You must give us not less than **35** days' prior written notice of your desire to receive additional training. The duration of training is negotiable depending upon your needs. You will not receive any compensation for services rendered by the trainee during this or any other training. We may designate qualified franchisees or master franchisees to conduct some or all of your training.
Refresher training pro- grams and seminars (virtual)	**$250** per hour or then-current rates.	Upon demand	In addition to a reasonable training fee, you are exclusively responsible for paying all travel, living and other expenses and compensation of attending refresher training programs and seminars. (See Franchise Agreement, Section 3.2)
Annual Convention and Trade Show Fee	$1,000	Upon demand	This fee is paid regardless of whether you attend. If you do not attend a convention, we will

Name of Fee	**Amount**	**Date Due**	**Remarks**
			deliver to you and you will pay us for all training materials, documentation, handouts, training videos, and video recordings of the activities of the convention. The price for the training materials, documentation, handouts, training videos, and video cassettes for each annual convention will be established by us from time to time but will not be less than **$1,000.** Your expenses (travel, accommodations) to attend are in addition to this fee.
Transfer Fee	The greater of i) $15,000 or ii) 5% of the transaction price upon sale of your franchised business.	Time of Transfer	Paid to us if there is a transfer under the Franchise Agreement
Renewal	$5,000	Immediately upon demand	Due upon execution of the renewal franchise agreement.
Step-In Right Costs	Out-of-pocket expenses and costs we incur	As Incurred	You must reimburse us for our out-of-pocket expenses and costs we incur if we step-in to operate your franchise according to Franchise Agreement. We may additionally retain profits arising out of our operation, up to 60% of net profits.
Late Charge / Interest	**1.0%** per month	Each month that amounts owed remain unpaid	You will not be compelled to pay late charges at a rate

Name of Fee	**Amount**	**Date Due**	**Remarks**
			greater than the maximum allowed by applicable law.
Late Payment Penalty	$10 per day from the date due until paid in full.	As incurred	You will not be compelled to pay late payment penalty in an amount greater than the maximum allowed by applicable law
Addendum Fee	$250	As incurred	You must pay us a processing fee for modifications to your franchise agreement that are made at your request. When you request an amendment or addendum to your franchise agreement or related agreements, we may require that you sign a general release releasing us from all claims you may have except claims which, under state law, may not be released.
Relocation	You will reimburse us for our out-of-pocket costs concerning the relocation.	Prior to relocation	
Software Technical Support Fee	Reasonable rates if we decide to collect this fee, up to 250.00 hour	As incurred	We will give you a reasonable time to become familiar with our computer software programs. We will give you free technical software support for so long as we deem necessary for you to sufficiently understand our software. We will give you 45 days advance notice when we deem it

Name of Fee	**Amount**	**Date Due**	**Remarks**
			reasonable for you to pay a reasonable fee to receive additional technical support.
Audit	Our costs for the audit if you understate revenue by more than 2% or fail to deliver to us required reports on time	Immediately upon demand	See notes below.
Warranty Escrow on Transfer	Up to 5% of sales price	On transfer	You agree that up to 5% of the gross transfer price will be held by us in escrow for the twelve (12) calendar months following the date of the sale to cover any warranty or service agreement claims by your customers. The exact percentage held in escrow will be determined by the number and value of projects completed by you in the twelve (12) calendar months preceding the sale. If a warranty or service agreement claim is made, we will charge the escrow fund our then- current hourly service fee (a minimum of $100 per hour) for labor plus the actual cost of materials and supplies plus a $50 processing fee for each claim. At the conclusion of the twelve (12) months, we will release any remaining escrowed funds to you. If there

Name of Fee	Amount	Date Due	Remarks
			are no claims, a one-time processing fee of $150 will be charged, with the remaining funds released to you.
Liquidated Damages – Non-Compliance	$200 per day per violation	Upon demand	Paid for each day that you operate the franchise without having complied with the post-expiration and termination or trans-fer requirements.
Fee for failure to maintain insurance	Actual cost of policy, plus 10% administrative fee.	Upon incurring of the policy costs.	We may secure insurance coverage for you if you fail to maintain coverage that conforms to the system requirements. In the event we do so, you will reimburse us the actual cost of the policy.

*Unless otherwise indicated above, all fees are imposed by and payable to us. All fees are non-refundable.

NOTES

"Gross Revenue" Defined. "Revenue" means all receipts generated by the Franchise from any source, including, but not limited to, sales, rentals, vending, exchanges, repairs, services, labor, service charges, service contracts, any other type of remuneration, gift, contra-deal, barter of products or services, charity, payment in kind, or any other benefit or value that is received or deferred to be received, and excludes discounts, refunds and sales taxes. Credit transactions will be included in Revenue as of the date of the transaction without deduction for uncollected credit accounts. The proceeds from any business interruption insurance or eminent domain recovery you receive will be included in "Revenue." "Gross Revenue" means the total Revenue for any calendar period as relevant.

Minimum Royalities. Monthly minimum royalty fees for the year in which the franchise is opened are $0 and increase as shown below:

# of Units of Territories	Months 1-6	Months 7-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60	Months 60-72	Months 73-End
2 Units or less	$0	$500	$1,000	$1,100	$1,200	$1,300	$1,400	$1,500
3 Units	$0	$750	$1,250	$1,350	$1,450	$1,550	$1,650	$1,750
4 Units	$0	$1,000	$1,500	$1,600	$1,700	$1,800	$1,900	$2,000
5 Units or more	$0	1,250	$1,750	$1,850	$1,950	$2,050	$2,150	$2,250

Taxes. You must pay any taxes imposed as a result of your payment to us of initial or ongoing fees.

Audits. We may audit your reports, books, statements, business records, cash control devices, and tax returns at any time during normal business hours. Audits will be conducted at our expense unless you understate the Gross Revenue for any reported period or periods by more than 2 percent or unless you fail to deliver any required report of Gross Revenue or any required financial statement in a timely manner. In the event of an understatement or failure to deliver, you will reimburse us for all audit costs. These will include, among other things, the charges of any independent accountant and the travel expenses, room, board, and compensation of our employees incurred in connection with the audit. You will immediately pay all Royalty Fees, National Marketing and Branding Fees, Regional Marketing Cooperative expenditures and late payment charges that the audit determines are owed. These payments will not prejudice any other remedies we may have under the Franchise Agreement or by law.

Addendum Fee. If you request a modification to your Franchise Agreement that must be achieved through a written addendum to the agreement, we incur legal costs to prepare an appropriate legal document. To defray these costs, for each addendum you request, we charge a processing fee. Such a fee is assessed per addendum, and not per clause or change requested. It is only assessed as actual requests for an addendum are approved, and upon completion and execution of the addendum. Changes or addenda requested by us are not subject to this processing fee.

7.
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

EXPENDITURE	ESTIMATED AMOUNT	PAYMENT METHOD	When Due	TO WHOM
Initial Franchise Fee[1]	$59,500	Cash	The entire initial Franchise Fee is due and payable upon execution of the Franchise Agreement unless the described payment arrangements are made with us.	Us
Initial Advertising/Marketing Campaign(s) (Including Kickoff)	$15,000 to $25,000	As Incurred	As Incurred	Us or Approved Suppliers
Initial Marketing Kit	$17,000	As Incurred	As Incurred	Approved Suppliers
Database Subscription User Fee	$1,700	As Incurred	As Incurred	Approved Suppliers
Contractor License/ Licenses and Bonds	$500 to $5,000	As Incurred	Prior to Opening	State Administrators/ Government Agencies, etc.
Lease and Utilities Deposits and Payments	$0 to $1,000	As Incurred	As Incurred	Landlord, Utility Companies and Suppliers. See Note A.
Franchise Premises Rent	$0 to $1,500	As Incurred	As Incurred	Landlord. See Note A.
Vehicle	$1,500 to $3,000	As Incurred	As Incurred	Approved Suppliers. See Note B and Note C.
Supplies, Inventory, and Equipment	$2,500 to $10,000	As Incurred	Before Opening and As Incurred thereafter	Us or Suppliers. See Note C.
Office Set-up	$500 to $1,500	As Incurred	Before Opening and As Incurred thereafter	Suppliers
Technology and Software Setup Fees and First 3 Months	$7,000-$9,000	As Incurred	Before Initial Training	Us and Suppliers. See Note B.
Travel and Living Expenses to Attend Training	$2,500 to $3,500	As Incurred	Before and During Training	Airlines, Hotels, Restaurants, etc.
Insurance	$3,000 - $4,000	As Incurred	Before Opening	Insurers
Professional Services	$1,500 to $3,500	As Incurred	As Incurred	Attorneys, Accountants,

EXPENDITURE	ESTIMATED AMOUNT	PAYMENT METHOD	When Due	TO WHOM
				Etc.
Miscellaneous Opening Costs	$1,500 to $2,000	As Incurred	As Incurred	Suppliers, Utilities, etc.
Working Capital (Additional Funds – First 3 Months)	$15,000 to $25,000	As Incurred	As Incurred	Employees, Suppliers, Utilities, etc. See Note D.
TOTAL	**$128,700 to $172,200**			

Notes:

You should anticipate the preceding initial expenditures in connection with the establishment of a **GO Painting** franchised business. Additional factors related to each expenditure category are described in the following notes.

No allowance has been made in this table for interest or other financing expenses related to opening the franchise. The need for this type of expense will vary with the terms of any financing you get in connection with your franchise. Financing sources may reduce your initial cash requirements, and the availability and terms of financing to any individual franchisee will depend upon factors including the availability of financing in general, your credit worthiness, the collateral security that you may have and policies of lending institutions concerning the type of business to be operated by you. The investment and expenditures required of actual franchisees may vary considerably from the projections outlined above, depending on many factors, including geographical area, the amount of space leased by you and the capabilities of any particular management and service team. If you are purchasing multiple franchises, you will incur the estimated initial expenditures for each franchise you operate.

Note 1: We estimate that the initial phase covered by the additional funds estimate to be approximately 3 months. The high and low range estimates are based on our owners' and our affiliates' experience in opening and operating businesses similar to the franchised business in the United States since 2007. The predominant factors for calculating the 3-month estimates are amounts paid for personal living expenses, employee wages and inventory.

The amount of the Initial Franchise Fee will depend on how many territories you purchase and is calculated as follows:

Number of Territories Purchased	Initial Franchise Fee
1	$59,500
2	$99,500
3	$134,500
4	$164,500
5	$194,500

A. We assume and strongly recommend that you will operate the franchised business from your home. The typical franchise will need approximately 300-500 square feet of space, half of which will be used for equipment storage. We recommend that you do not lease or purchase warehouse or office space during or after the initial 3-month start-up phase. If you choose to lease or purchase warehouse or office space, you are solely responsible for obtaining and paying for the location. If used, you will need leased location of 300-500 square feet and it must be located within the Franchise Territory at your own discretion and upon our approval. The cost of purchasing or leasing warehouse or office varies with the location and size of the premises.

B. You are required to have access to telephone, internet services and reliable transportation. You will have a dedicated vehicle, a truck, no more than five years old, and equip it with a ladder rack, maintaining it in clean condition free from any major damage, and without any rusting paint or peeling. The preference is that you use a white truck. The costs reflected in the table are based on the cost of adding

the vehicle wrap and equipment, but not the cost of the vehicle which may vary and increase your costs. You are also required to use designated software supplied by approved vendors, with associated setup fees, $5,000 of which you will pay to us to assure your setup and onboarding are timely.

C. Supplies, equipment, and inventory are required as outlined in the Operations Manual. The expenses shown for vehicle represent an approximate cost of ownership for the first three months of franchise operations.

D. A minimum of **$15,000** in additional funds for working capital is strongly recommended. You should plan on other sources of income to cover your living expenses. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

The "Miscellaneous Costs" include a master paint institute course, LinkedIn subscription, and various other costs reported to us by franchisees who have opened that do not have a common category to categorize them.

You will have the other usual expenses involved in establishing a business. These expenses vary greatly. They include, but are not limited to, attorney fees, license fees, deposits, sales tax bonds where required, pre-opening advertising/marketing and recruiting expenses, employee wages, utility costs, supply expenses, and personal living expenses.

You must pay all taxes required by local, state or federal laws related to the services furnished or used in connection with the operation of your franchise. You must obtain all permits, certificates or licenses necessary for the full and proper conduct of the franchise.

Note to Franchise Transferees

It is up to you and the selling franchisee to negotiate and determine the purchase price for the Franchised Business, which may include some or all of the items listed in the chart above. We will not necessarily review or comment on the sufficiency or appropriateness of the purchase price to be paid by you. To the extent that any of the items listed above are not included in the purchase price, you may need to incur these costs in addition to the purchase price.

Note to Renewal Franchisees

As upon renewal, you will have already established the Franchised Business, you will not incur all of the above estimated amounts. However, we may require you to renovate and replace equipment, signage, and the Franchise Premises as we may require to reflect and to comply with our then-current standards and image. The cost of such renovation and replacement of the Franchised Business will vary depending on the condition of your Franchised Business and our assessment of the renovations which need to be made to bring the Franchised Business up-to-date with our then-current standards and image. Except as provided in Item 5, any fees paid to us are not refundable. Amounts paid to any third parties may be refundable, depending upon the contracts between them and you.

We do not finance any of these initial expenses. The availability and terms of financing will depend on various factors including the availability of financing generally, your credit worthiness, security available to you, lending institution policies concerning the type of business to be operated by you, and other comparable elements.

We require no other payments other than those already disclosed in Items 5, 6, and 7 of this Disclosure Document.

These tables estimate your initial start-up expenses. These figures represent our estimates based upon our experience and the experience of our licensees. We do not guarantee that you will not have additional and different expenses than those we have identified in this table. Your actual costs will depend upon many factors, including, how well you follow our directions and suggestions, your business skill and experience, local economic conditions, the local market for your products, the location and condition of your franchise premises, the prevailing wage rates, competition, and your sales levels during the initial period.

You should review these estimates with your business advisors before you decide to purchase the franchise or to make any expenditure.

8.
RESTRICTIONS ON SOURCES OF PRODUCTS & SERVICES

We will lend to you a copy of our Operations Manual at the mandatory training course described in Item 11, below. We may amend the Operations Manual, including changes that may affect minimum requirements for your franchise operations. You will strictly follow the requirements of the Operations Manual as we amend it. You will carry out immediately all changes at your cost, unless we otherwise specify. We reasonably may designate minimum standards for operations and designate guidelines, as specified in the Operations Manual. The Operations Manual is confidential and our exclusive property.

The Operations Manual contains the **GO Painting** System and related specifications, standards, operating procedures, accounting and bookkeeping methods, marketing programs and ideas, advertising layouts, marketing guidelines, operation requirements, public relations guidelines, service guidelines, and other rules that we may prescribe. In the Operations Manual, you will find the approved suppliers or vendors for such things as proprietary or approved software, computer hardware and software (including specifications), paint vendors, general liability/workers' compensation/automobile insurance (including specifications), wraps on vehicles, signage, marketing content, and vehicles used in the franchised business.

You must purchase all marketing materials from us or our approved suppliers to ensure uniformity and quality of the marketing. Any equipment, products, inventory, or other items that bear the GO Painting logo or have the words "GO Painting" in them must be bought from us or an approved supplier. You must purchase all equipment, inventory, and all other items used in your franchised business from us or from approved suppliers to ensure the quality and uniformity of services in the GO Painting franchise system. We may attempt to negotiate group discount rates for the benefit of our franchisees for products, supplies, and equipment.

All specifications that we require of you and lists of approved suppliers will be included in the Operations Manual. We will upon request provide them to approved suppliers and suppliers seeking approval. We will use our best judgment to set and modify specifications to maintain the integrity and quality of our franchise system.

We and are currently the only approved suppliers for marketing materials and equipment, products, inventory, and all other items that bear the GO Painting name or logo.

With advance written notice, you may request our approval to obtain products, equipment, supplies or materials from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples and other data to allow us to determine whether the items from these other sources meet our specifications and standards. These specifications and standards will relate to quality, durability, value, cleanliness, composition, strength and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability necessary for efficient operation. We may require that samples from any supplier be delivered to a designated independent testing laboratory for testing before approval and use. You will reimburse us for the actual cost of the tests. We may license any supplier that can meet or exceed our quality control requirements and standards, for a reasonable license fee, to produce and deliver **GO Painting** products to you but to no other person. Our confidential requirements, systems and formulas will be revealed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy and reputable; has the capacity to consistently follow our standards, requirements and testing procedures; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply your reasonable needs. We will not unreasonably withhold approval of a supplier you propose. We will notify you in writing of the approval or disapproval of any supplier you propose within 30 days of receiving written notice from you of your request for approval.

We or our agents may inspect any approved manufacturer, supplier or distributor facilities and products to assure proper production, processing, packaging, storing, and transportation. Permission for inspection will be a condition of our continued approval of any manufacturer, supplier or distributor. If we find from any inspection that a manufacturer, supplier or distributor fails to meet our specifications and standards, we will give written notice describing this failure to you and to the manufacturer, supplier or distributor, with a notice that unless the failure or deficiency is corrected within 30 days, the manufacturer, supplier or distributor will no longer be approved.

We and our parent may derive revenue from products and services that you are required to purchase. This revenue results from sales by us and our parent to our franchisees of products bearing our names and services marks, certain marketing and brand development services, and rebates from third-party suppliers. In fiscal year 2023, we received $0 in revenues from the sale of such products to our franchisees and from supplier rebates, or 0.0% of our overall revenue. We estimate that purchases from us, our parent, or approved suppliers will be from **10** to **20** percent of the total purchases you make to commence operations of your franchise. We estimate that purchases from us, our parent, approved suppliers will be from **60** to **80** percent of the total purchases you make to operate your franchise on an ongoing basis. We and our parent may receive rebates, price adjustments, or discounts on products or services sold to you by recommended or approved suppliers.

We have established a software system based upon our accounting computer software and customer relationship management needs. You are required to use this software together with your accounting systems and a public accounting firm specified by us or otherwise approved by us in writing. You may be required to use additional software provided by third parties, as we designate in the Operations Manual.

There are no other obligations for you to purchase or lease according to specifications or from approved suppliers. Except as explained above, we have no required specifications, designated suppliers or approved suppliers for goods, services, or real estate related to your franchise business. Except as explained above, we will not derive revenue from your purchases or leases.

We currently provide material benefits to franchisees based on use of designated or approved sources including the right to renew your franchise rights and to obtain additional franchises.

We negotiate purchase arrangements with suppliers, including price terms for the benefit of our franchisee. In the future, we hope to create and augment the effectiveness of cooperatives for the purchase of products and materials and the provision of marketing, for the benefit of the **GO Painting** franchise system.

You may not sell any products, services or activities other than those specifically recognized and approved by us as part of our franchise system without our prior written approval.

You are required to obtain certain coverages, and recommended to obtain others, as follows:

REQUIRED COVERAGES

We currently require our franchisees to have the following insurance coverages:

GENERAL LIABILITY: General Liability Insurance with minimums of $1,000,000 per occurrence, $2,000,000 general and products/completed operations aggregate, $1,000,000 personal/advertising injury, $50,000 rented premises damage, and $5,000 medical expenses. The policy must include additional insured, waiver of subrogation, primary and noncontributory provisions, contractual and independent contractors liability, and be occurrence-based. It must be provided by an A- VII or higher AM Best-rated admitted carrier. Stop-gap coverage is required for applicable monopolistic states.

FRANCHISEE COMMERCIAL AUTO: Commercial Auto Insurance with a $1,000,000 combined single limit, covering uninsured/underinsured motorists, owned, hired, and non-owned autos. Policies must include additional insured, waiver of subrogation, and primary/non-contributory provisions, provided by an A- VII or higher AM Best-rated carrier.

WORKERS COMPENSATION: Workers' Compensation Insurance with coverage limits of $1,000,000 for bodily injury by disease per accident, $1,000,000 policy limit, and $1,000,000 per employee. The policy must be in place regardless of state laws and cannot exclude owner-operators. It must also include uninsured independent contractors and a waiver of subrogation. The insurance carrier must be rated A- VII or higher by AM Best to ensure financial stability and reliability.

PROPERTY / BUSINESS INTERRUPTION: Property insurance with coverage for equipment, trailer (if applicable), business interruption, including franchisor royalties. The insurance carrier must be rated A- VII or higher by AM Best.

UMBRELLA/EXCESS: Umbrella/Excess Insurance with $3,000,000 per occurrence and $3,000,000 aggregate, providing excess coverage over General Liability. Policies must be from an A- VII or higher AM Best-rated carrier. When providing proof of insurance via a certificate of insurance include the following language:

ADDITIONAL INSURED: You must obtain a certificate of insurance naming as additional insured: Go Painting, LLC, d/b/a GOPainting, 1108 South Union Avenue, Midvale UT 84047.

DESCRIPTION OF OPERATIONS: Certificate holder is named as additional insured with respect to general liability and commercial auto liability including a waiver of subrogation and primary, non-contributory insuring clauses. Workers compensation includes a waiver of subrogation in favor of the certificate holder.

Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under this Agreement; and any other insurance coverages we may require in the future.

RECOMMENDED COVERAGES

EMPLOYMENT PRACTICES LIABILITY: Employment Practices Liability Insurance with minimum coverage limits of $250,000 per occurrence and $250,000 aggregate. The policy should include 3rd party liability and wage & hour coverage of at least $25,000. The maximum deductible should not exceed $10,000.

CRIME: Crime insurance with the minimum coverage limits of $100,000 each claim, including third party coverage on a loss discovered form.

CYBER LIABILITY: Cyber Liability Insurance with minimum coverage limits of $250,000 per occurrence and $250,000 aggregate.

The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in this Agreement. The policy or policies will insure against our vicarious liability for actual and, unless prohibited by applicable law, punitive damages assessed against you.

We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

The insurance will insure us, you, and our respective subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death, or property damage that may accrue due to your operation of the Franchise. Your policies of insurance will contain a separate endorsement naming us as an additional named insured.

In addition to the computer equipment we require you to purchase as disclosed in Item 7 above, we may require you to install and use accounting and business control computer systems approved by us. You must lease, purchase or otherwise acquire, from sources of your choice and at your expense, software and hardware (including but not limited to programs, computer terminals and Internet) which strictly conform to our specifications as outlined in Item 11, below.)

9.
FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition or lease	Section 1.1 & 1.2	Items 6 & 12
b. Pre-opening purchases and leases	Sections 4.1, 5.1 & 8.2	Items 7 & 8
c. Site development and other pre-opening requirements	Sections 1.3, 3.1, 4.1 & 5.1	Items 7, 8 & 12
d. Initial and ongoing training	Sections 3.1 & 3.2	Items 6 & 11
e. Opening	Sections 4.1 and 5.1	Item 11
f. Fees	Sections 2.1, 2.2, 2.3, 2.4, 6.1, & 7.1	Items 5, 6 & 17
g. Compliance with standards & policies/ Operations Manual	Sections 5 & 6.3	Items 11 & 17
h. Trademarks and proprietary information	Sections 1.1, 5.1, 5.3, 5.4, 5.5, 5.8, 5.9, 6.5, 9.2 & 9.10	Items 13, 14 & 17
i. Restrictions on products and services offered	Sections 1.2, 1.5, 5.1, 5.2, 5.5, 5.6, 5.7, 5.9, 5.10, 6.3, 6.5	Items 8, 12, 13, 16 & 17
j. Warranty and customer service requirements	Sections 5.1, 5.2 & 5.5	Item 11
k. Territorial development and sales quotas	Section 1.1	Items 7 & 12
l. Ongoing product & service purchases	Sections 2.9, 5.1, 5.2, 5.5, 5.9, 5.10 & 8.2	Items 7 & 8
m. Maintenance, appearance and remodeling requirements	Sections 1.4, 5.1, 5.2, 5.5 & 6.5	Items 7, 11 & 17
n. Insurance	Section 8.2	Item 7
o. Advertising/Marketing	Sections 1.5, 2.3, 2.4, 2.6, 5.1, 5.2, 5.3, 5.4, 5.5 & 6.5	Items 9 & 11
p. Indemnification	Sections 6.7 & 8.1	Item 6
q. Owner's participation/ management/ staffing	Sections 2.9, 3, 4.1, 5, 6.5, 6.8, 7, 9.3, 9.10, 9.12 & 9.14	Items 11, 15 & 17
r. Records and reports	Sections 2.8, 5.1, 5.2 & 5.5	Items 6, 11 & 17
s. Inspections and audits	Sections 2.9, 5.1, 5.2 & 5.5	Items 6, 11 & 17
t. Transfer	Section 7	Item 17
u. Renewal	Section 6.1	Item 17
v. Post-termination obligations	Sections 5.8, 5.9, 6.5, 6.6, 6.8, 9.9, 9.10	Item 17
w. Non-competition covenants	Sections 5.8, 5.9, 6.5, 6.6, 6.8, 9.9, 9.10	Item 17
x. Dispute resolution	Sections 9.7 & 9.8	Item 17
y. Liquidated Damages	Section 6.5	Item 6

10.
FINANCING

We do not provide direct or indirect financing and do not assist in providing financing for you. We do not guarantee any notes or financial obligations you may incur in setting up and operating your franchise.

11.
FRANCHISOR'S ASSISTANCE, ADVERTISING/MARKETING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Our Obligations PRIOR to the Opening of Your Franchise Business

Before you open your franchise, we will:

1) Designate your Franchise Territory in the Franchise Agreement before the Franchise Agreement is executed. (Franchise Agreement, Section 1.1) It is your sole responsibility to locate a site for the franchised business (the "Franchise Premises"), which must be approved by us. Our approval of the Franchise Premises is not a guarantee of the success that you will have. You may not relocate the Franchise Premises without our prior written approval. (Franchise Agreement, Section 1.4)
2) Provide initial orientation and training to you and your required manager(s). (Franchise Agreement, Section 3.1).
3) Assist you in complying with local laws and regulations to enable you to operate your franchised business.
4) Loan you a copy of the Operations Manual. (Franchise Agreement, Section 5.1). The table of contents for our Operations Manual as of the date of this Disclosure Document is found in this Item.
5) Give you a list of any approved or designated suppliers. (Franchise Agreement, Section 5.1)

Time to Open

The typical length of time between the signing of the Franchise Agreement or first payment of consideration for the Franchise and the opening of the Franchise for business is about 60 days. You are expected to complete the mandatory training and commence your franchise business operations within **90** days after you sign the franchise agreement. Factors that may affect this time are finding and negotiating for the franchise premises, arranging for the training session, equipping the Franchise, obtaining initial inventory, financing and business permit requirements, and your personal operational needs. Any failure caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a time that is reasonable under the circumstances.

If the commencement of operation obligation is not fulfilled, we may terminate the Franchise Agreement without any refund of fees paid. We may retain the remaining portion of the Initial Franchise Fee. You then are required to return any product or equipment you have obtained from us. (Franchise Agreement, Section 4.1).

Operations Manual Table of Contents

The Operations Manual is hosted online. The Operations Manual is confidential and remains our property. It contains mandatory and suggested specifications, standards and procedures. We may modify the Operations Manual, but the modifications will not alter your basic status and rights under the franchise agreement. The revisions may include advancements and developments in supplies, products, equipment, sales, marketing, operational techniques, and other items and procedures used for the operation of the franchise. As of the date of this disclosure document, the Table of Contents of the current version of the Operations Manual consists of approximately **51** separate pages plus embedded content and videos and includes:

Table of Contents

1. Introduction to Go Painting
   a. Brand Value Values
   b. Mission and Vision of Go Painting
   c. Leadership and Management
2. Getting Started
   a. Setup your company
   b. Setup your office
   c. Go to Market Kit
   d. Required technology
   e. A Day in the Life
3. Paint Technology
   a. Paint Technology
   b. Approved Paint Suppliers
   c. Painting Process Basics
4. Marketing
   a. Purpose and Importance of Marketing
   b. Understanding Marketing Materials
   c. Managing and Ordering Marketing Materials
   d. Local Marketing Initiatives to Find and Stay Connected to Customers
5. Let's Go Sales System
   a. Basic Sales Metrics and Go Sell Use
   b. Getting Requests for Proposal

c. Pipeline Management
d. Creating and Presenting a Proposal

6. Estimating
   a. Go Sell
7. Workforce Management
   a. How to Manage Subcontractors
   b. Finding Subcontractors
   c. Contracting and Paying Subcontractors
   d. Hiring Employees
8. Project Management
   a. Project Creation and Scheduling
   b. Go Pro-duction PROCESS™ and Go Pro Plans
   c. Managing a Project from Start to Finish
   d. Equipment
9. Customer Service
10. Accounting
    a. Maintaining Proper Margins
    b. Choose an Accountant
    c. Invoicing
    d. Pay Royalties
11. Appendices
    a. Appendix A – Marketing Asset Library
    b. Appendix B – Team Member Expectations and Policies
    c. Appendix C – Sample Go-Pro Plan
    d. Appendix D – Equipment Checklist
    e. Appendix E – Sprayer Instructions

Training

We will give you an approximately 10-day training and familiarization program, known as Go University, before the start of your business. Training will be held at our headquarters, currently in Salt Lake City, UT unless another location is designated (Franchise Agreement, Section 3.1). The initial training program is included in the Initial Franchise Fee. All your accommodations, travel, room, board, and wage expenses during this period are borne exclusively by you. The training program must be completed by all franchisees or their designated managers, unless, at our reasonable discretion, based upon a franchisee's experience, it is deemed unnecessary. As of the date of this disclosure document, the current agenda for the training includes:

TRAINING PROGRAM

	Virtual Onboarding		Kick-off in SLC		In-Territory
Subject	**Online/Other**	**Virtual Classroom**	**Classroom**	**On the Job**	
Introduction and Orientation					
Business Setup, License, Insurance					
Business Plan and Budget	5	3	1		
Accounting and QBO		5	1		
Go Tech Training	5	10	16		

Paint Crew Management					
Paint Industry Knowledge					
Production Management					
Safety					
Customer Service	5	3	8	6	
Marketing					
Sales					
Estimating	5	10	16	4	
Operations Training					
Production Mgt & Estimating					
Sales and Marketing					25-60
Totals	**20**	**31**	**42**	**10**	**25 to 60**

* The Training Schedule may be amended.

Our trainers are: Shane Sandall, Shaun McMurry, and Cory Summerhays, whose experience is described in Item 2.

You must request to schedule a training session for your or the manager at least 35 days before the session is to start. Training is scheduled and held on an "as needed" basis depending on the number of franchisees requesting training in a particular time frame and the franchisor's training personnel's availability. The training session must be completed no later than 2 weeks before the scheduled date of the opening of the franchise.

You or any designated full-time manager must complete the initial mandatory training program to our satisfaction or we may terminate the Franchise Agreement upon refunding the Initial Franchise Fee. You are encouraged to attend the training session as soon as possible after executing the Franchise Agreement and before incurring any costs or expenses related to the opening of the Franchise. We will not be liable for your costs or expenses if we terminate the Franchise Agreement because you or the manager fails to complete the mandatory training to our satisfaction.

You are responsible for all expenses you and your employees incur to attend the initial training and the new franchisee retreat, including transportation, meals, accommodations, and entertainment.

You must complete initial training within three months of the date of the franchise agreement.

If you desire to have more than two individuals receive initial training, these additional individuals will be accommodated at our convenience. We reserve the right to charge a reasonable fee for the provision of the training regardless of when and where the individuals participate in initial training.

We may at any time during initial training inform you that an individual attending training on your behalf is not suitable due to criminal activities, disruptive behavior, poor attendance or other reasons. Upon that notice, our obligations to train that individual will be deemed to have been discharged.

Although not required by agreement, we may, at our discretion or upon your request, provide other supervision, assistance, and services before the opening of your business; such as literature, marketing materials, displays, flyers, additional training assistance and a selection of inventory and supplies.

Our Obligations DURING the Operation of Your Franchise Business

After you open your franchise, we will:

1) Provide you with such continuing advice and guidance as we reasonably determine as necessary. In particular, we will provide you advice and guidance regarding:

   - A day in the life of a Go Painting Franchisee;
   - Paint technology and painting basics;
   - Sourcing and onboarding subcontractors;
   - Formulation and implementation of marketing and promotional programs;
   - Establishment and maintenance of administrative, and general operating procedures;
   - Sales;
   - Estimating;
   - Project Management;
   - Customer Service;
   - Financial advice and consultation; and
   - The manner in which products and services are offered.

2) At your option and upon not less than thirty-five days' prior written notice to us, you may receive additional training at our training center or at other agreed upon locations. All expenses of this training will be borne by you, including but not limited to your travel, lodging, meals, compensation, and our reasonable costs and expenses including a reasonable training fee at our then current rates. This additional training consists of visits to our franchises, work experience and observation of franchise operations. The duration of training is negotiable depending upon your needs. You will not receive any compensation for services rendered by the trainee during this or any other training. (Franchise Agreement, Section 3.2).
3) From time to time we may provide refresher training programs or seminars and may require that you or your managers attend and complete them to our satisfaction. These programs and seminars will be held at locations we designate and will be provided without charge to you. You will be exclusively responsible for paying all travel, living and other expenses and compensation of attending these programs and seminars. Each year, you or the designated managers of your Franchise will be required to attend up to 20 hours of programs and seminars, depending upon program and seminar availability. In addition, we may deem it appropriate or necessary to provide additional training and supervision to you and your managers and employees at your franchise location. If so, you will fully participate in and complete this additional training and supervision, including additional or revised training programs and processes that may be added to the Operations Manual in the future. We may charge a reasonable Training Fee for these additional training sessions. (Franchise Agreement, Section 3.2)
4) Administer our marketing program and formulate and conduct national and regional promotion programs.

5) Inspect the Franchise and conduct activities to ensure compliance with the terms of the Franchise Agreement and Operations Manual to assure consistent quality and service throughout our franchise system. (Franchise Agreement, Sections 2.9 and 5).

6) Inspect the facilities of your manufacturers, suppliers, and distributors and notify you and the manufacturers, suppliers, and distributors in writing of any failure to meet our specifications and standards. (Franchise Agreement, Sections 2.9 and 5).

7) We may provide other supervision, assistance or services although we are not bound by the Franchise Agreement or any related agreement to do so. These may include among other things: marketing materials, literature, additional assistance in training, promotional materials, bulletins on new products or services, and new sales and marketing techniques or developments.

Advertising/Marketing

Currently we promote our franchises through online marketing. Marketing programs may be implemented locally and regionally through marketing cooperatives. We may use in-house marketing departments and may use regional marketing agencies. We may provide to you marketing materials and point of sales aids for you to use in your local marketing and promotional efforts. We will use your National Marketing Fees to place marketing in geographic areas, in media, at times and using products and services we deem to be in the best interest of our franchisees and our franchise system.

We will provide you access to marketing and promotional materials as may be developed by us from time to time. We reserve the right to charge you a fee for these materials. All published marketing or sales material in any media must be approved in writing by us prior to release to the public. If you fail to obtain our prior written approval, then you must pay us $500 per each unapproved marketing item, as liquidated damages and not as a penalty.

Marketing Funds

You may be required to pay to us up to 2.0% of your monthly Gross Revenue as a National Marketing and Branding Program (see Item 6, above). We reserve the right to temporarily lower, suspend, or rebate the National Marketing and Branding Program Fee at any time, upon prior written notice to you and to our other franchisees. We will administer the capital we receive as National Marketing and Branding Program Fees and direct all regional and national advertising programs with sole discretion over the creative ideas, materials, endorsements, placement, and allocation of overhead expenses. We may use the National Marketing and Branding Program to maintain, administer, direct, prepare, and review national, regional, or local advertising materials and programs as we, in our sole discretion, deem proper. We are under no obligation to administer the National Marketing and Branding Program Fee to ensure that expenditures are proportionate to contributions of franchisees for any given market area or that any franchise benefits directly or proportionately from the development or placement of marketing. We shall not be obligated to expend all or any part of the Fees we receive during any specific period.

Each of our company-owned GO Painting operations in the United States offering products and services similar to our franchisees will make contributions to the fund equivalent to the contribution percentage required of our franchisees.

Any National Marketing and Branding Program Fees not used in the fiscal year in which they were contributed will be applied and used for advertising expenses in the following year.

We do not use any of the National Marketing and Branding Program Fee to advertise our franchise opportunity, although we will place notices that franchises are available on marketing materials and on the internet. While marketing materials note that franchises are available from us, no marketing fees or assessments we collect from our franchisees are used for marketing that is principally a solicitation for the sale of franchises.

Summary of National Marketing and Branding Program Fee Contributions and Expenses for Fiscal Year 2023

Expenses:		
Corporate overhead	$0.00	0.0%
Advertising and Brand Development	$0.00	0.0%
Total expenses:	**$0.00**	**0%**
Advertising fund contributions:	$0.00	0.0%
Excess of expenses over contributions:	$0.00	0.0%

The National Marketing and Branding Program Fees are administered by us. The National Marketing and Branding Program Fees are not audited. Neither we nor any of our parents, affiliates, or owners receive any payment for providing goods or services paid for by the National Marketing and Branding Program Fees. You may obtain an accounting of the National Marketing and Branding Program Fees and expenditures upon written request to us.

Local Marketing Initiative Expenditures

In addition to your obligation to pay to the National Marketing and Branding Program Fees, each month you will expend in your local market certain minimum amounts to advertise and promote your Franchise (the "Territory Advertising Requirement"). You will report the nature, extent, and amount of these local expenditures in the form and at the times we require in the Operations Manual. The amounts you will be required to expend depend on the length of time you have been a franchisee, as follows: i) Year 1--$15,000 minimum local marketing spend; ii) Years 2 and thereafter—at least 1% of your Gross Revenues, or $10,000, whichever is more.

Promotional Materials

You will submit to us all advertising copy and other advertising and promotional materials before you use them in your local marketing program. You will not use any advertising copy or other promotional material until we approve it. You specifically acknowledge and agree that any web site will be deemed "marketing" under the Franchise Agreement and will be subject to, among other things, our approval, restrictions, and requirements outlined in the Operations Manual. The term "web site" means an interactive electronic document contained in a network of computers linked by communications software you operate or authorize others to operate that refers to the franchised business, proprietary marks, us, or the Method of Operation. The term web site includes, but is not limited to, Internet and World Wide Web home pages.

Regional Marketing Cooperatives

We reserve the right to designate any geographical area for purposes of establishing a regional advertising and promotional cooperative ("Cooperative") in the future, and to determine whether such a Cooperative ap- plies to your business. If we have established a Cooperative applicable to your business at the time you commence operation, you must immediately become a member of the Cooperative. If we establish a Cooperative applicable to your business at any later time during the term of your Franchise Agreement, you must become a member of such Cooperative within 30 days of the date on which the Cooperative commences operation.

Each Cooperative will be organized and governed in a form and manner, will commence operation on a date, and will operate according to written governing documents, all of which we must approve in advance in writing. Each Cooperative will be organized for the exclusive purpose of administering regional advertising pro- grams and developing, subject to our approval, standardized advertising materials for use by the members in local advertising. No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without our prior approval. Each Cooperative will have the right to require its members to make contributions to the Cooperative in the amounts as are determined by the Cooperative. You will not be required to contribute more than $25,000 per calendar year to the Cooperative, unless two-thirds of the members of the Cooperative vote in favor of a greater contribution. Your contributions to a Cooperative will be credited towards the local advertising expenditure required to be made under the Franchise Agreement. (Franchise Agreement, Section 12.4.)

We reserve the right to require Cooperatives to be changed, dissolved, or merged.

Your contributions must be paid to the cooperative administrator we designate, when and in the same manner as the Royalty Fee and National Advertising Fee payments are paid to us. Please refer to Items 6, 8, and 9 for more information about our advertising programs.

Other than the National Advertising Fees and the Regional Advertising Funds described above, there are no other advertising funds in which you must participate.

Computer Systems

We will require you to have a computer system with accounting and business control capacities. You must lease, purchase, or otherwise acquire, from sources of your choice and at your expense, software and hardware which strictly conform to our specifications. We will give you at least 90 days' written notice, describing the hardware, software, and upgrading requirements of the system before you are obligated to initially install the computer systems.

You must use our proprietary software and reporting systems. To ensure consistency throughout the franchise system, you will be required to use our software for all estimating.

You must have a laptop computer or tablet device and cell phone. You must also have an ability for your laptop computer or tablet device to remotely connect to the internet. We require that your laptop computer or tablet device and communications systems meet the following minimum requirements:

-Reliable high-speed internet access
-Compatible internet browser to run our online software and approved accounting software
-Chrome browser compatibility
-Mobile printing functionality
-Adequate hard drive, cloud storage, or removable memory to save and back up company files.

We may require you to use an information processing and communication system that is fully compatible with any program or system which we, in our sole discretion, may employ. If we require, you must record and transmit all financial information using this system and our designated ISP or other communication vendors. We may at our discretion change standards for reporting to provide effective technology for the entire system. We will have full ability to poll your data, system, and related information by means of direct access whether in person or by telephone/modem. We will have independent access to the information that will be generated and stored in your information processing and communication system. We will have access to all of your data and there will be no contractual limitation on our right to access your information or data. We will not implement any electronic system that will disrupt or damage your electronic system, and our access will be read-only.

Other than our proprietary software referenced above, none of the hardware or software you are required to obtain is proprietary to us. Any hardware and software that is functionally equivalent and fully compatible to that listed may be used, except for your estimating software.

You must pay us for upgrades to our proprietary software. The cost of those upgrades will not exceed $500 during any calendar year. Other than the required upgrades to our proprietary software, you may, but are not obligated to, update or upgrade hardware and software during the term of the agreement. We estimate that these optional updates or upgrades will be approximately $0 to $250 per year. This hardware and software is used for communications, accounting and record keeping. We do not now have, but may in the future require, independent access to and use of the information and data on your computer systems. There are no contractual limits on such access and use.

We will give you free technical software support for so long as we deem necessary for you to sufficiently understand our software. We will give you 45 days advance notice when we deem it reasonable for you to pay a reasonable technical support fee to receive additional technical support. We estimate that the technical support fee would be no more than $250 per month.

E-Problem Disclaimer: Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, the Year 2000 and similar date related problems, and attacks by hackers and other unauthorized intruders ("E-Problems"). We have taken reasonable steps so that E-Problems will not materially affect our business. We do not guarantee that information or communication systems that we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, lenders, landlords, customers, and governmental agencies on which you rely have reasonable protection from E-problems. This may include taking reasonable steps to secure your systems including firewalls, password protection, and anti-virus systems, and to provide backup systems.

12.
TERRITORY

Franchise Territory

We will award you an exclusive Franchise Marketing Territory within which you will market your franchised business. If you purchase multiple territories you will have multiple Marketing Territories. Among the factors

we consider to determine the feasibility of possible Franchise Marketing Territory locations are population demographics and other businesses in the area according to census and chamber of commerce information. Your Franchise Marketing Territory will be specified in the Franchise Agreement. We anticipate a typical Franchise Marketing Territory will consist of an area that has a population of approximately 250,000 people. Your approval will also be considered in designating the Franchise Territory.

You will also be awarded a non-exclusive Work Territory. You may experience competition from other franchisees within your Work Territory. A typical Work Territory will comprise the political boundaries of your state. You must operate your franchise within a seventy-five mile radius of the designated metropolitan area where your Franchise Marketing Territory is located. Based upon population, certain metropolitan areas may have a limit to the total number of franchisees permitted to operate within such areas.

The Franchise Marketing Territory is identified in Section 1.1 of the Franchise Agreement. Before you sign the Franchise Agreement, the geographical boundaries of your Franchise Territory will be described in the Franchise Agreement. The Franchise Territory will be identified using geographical or political boundaries.

The Franchise Work Territory is neither exclusive nor protected territory. To establish additional franchise outlets, you must not be in default in any material provision of any and all agreements between you and us; your proposed location must meet our franchise placement and market penetration criteria; and you must sign our then-current franchise agreement.

You agree not to conduct the business outside the seventy-five mile radius of the designated metropolitan area without our prior written consent. If we give such consent, designating any areas as "Operational Areas," such consent may be revoked by us at any time. You receive no owned territory rights associated with Operational Areas, but instead are given conditional permission to operate your franchised business in such Operational Areas. Such permission is given in our sole discretion.

We reserve the right to acquire the assets or ownership interests of one or more businesses providing services similar to those provided by the Franchised Business, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating (including within the Territory).

Relocation

You must receive our written permission before you relocate your franchise. Any relocation will be at your sole expense. You must satisfy our then current franchise placement and demographics criteria, as expressed in the Operations Manual.

First Right of Purchase and Right of First Refusal

You do not receive the right to acquire additional franchises or grant sub franchises within the Franchise Territory or in contiguous territories. Other than the first right of refusal outlined above, you have not been extended options, rights of first refusal, or similar rights to acquire additional franchises or grant sub franchises within the Franchise Territory or in contiguous territories.

Minimum Sales Quota

There are no minimum sales quotas required by your Franchise Agreement during the first year of operation. In your second year of operation you will be required to meet minimum revenues of $500,000. Thereafter, you will be required to achieve at least $1,000,000 in revenue per year. Failure to do so may result in a reduction of your Territory or in termination of your Franchise Agreement.

Our Use of the Service Marks and *GO Painting* Products and Services

We retain all rights not specifically granted to you in the Franchise Agreement. This includes our right to use or license the use of our service marks and trademarks to others. Neither we nor our affiliates are restricted from participating in other distribution methods, whether or not within the Franchise Territory, including Internet, other forms of media now or in the future developed, wholesale and mail order channels, whether under our principal marks or under marks and product configurations different than those offered through your franchise.

We retain the sole right to market on the Internet, including all use of web sites, domain names, URL's, linking, meta-tags, advertising/marketing, auction sites, e-commerce, and co-branding arrangements. You will provide us content for our Internet marketing, and follow our Intranet and Internet usage requirements. We also retain the sole right to use the Service Marks on the Internet, including on web sites, as domain names, directory addresses, meta-tags, and in connection with linking, advertising, co-branding, and other arrangements. We retain the right to approve any linking or other use of our web site. You may not establish a presence on or market using the Internet except as we may specify, and only with our prior written consent. We intend that any franchisee web site be accessed only through our home page. Subject to the terms of use on our web site, we may gather, develop and use in any lawful manner information about any visitor to the web site, including but not limited to your customers, franchisees or prospective franchisees regardless of whether they were referred to you via the web site or were otherwise in contact with you.

We have not established and do not intend to establish other franchises or company-owned outlets selling similar products or services under a different method of operation, trade name, or trademark.

We may purchase or be purchased by, or merge or combine with, competing businesses, wherever located.

Your Use of the Service Marks and *GO Painting* Products and Services

Except with our prior written permission, you will not place under any circumstances advertisements using the Service Marks in or originating from any area other than the Franchise Territory.

Except as otherwise provided in the Franchise Agreement or the Operations Manual, you may not directly market to, solicit or service customers whose principal home address or place of business is outside the Franchise Territory. You may not advertise in any media whose primary circulation is outside the Franchise Territory, except with our prior written permission and the prior written consent of any of our franchisees whose territory is reached by that media. All Internet marketing is part of our marketing programs described in the Operations Manual and defined in the Franchise Agreement and must be coordinated through us and approved by us. You may not market independently on the Internet or acquire an independent Internet domain name or web site. You may not solicit or accept orders outside your Franchise Territory under other channels of distribution (such as the Internet, other forms of media now or in the future developed, wholesale and mail order channels) without our prior written approval.

Only we may place national or regional advertising.

13.
TRADEMARKS

We have applied to register the following marks on the Principal Register of the U.S. Patent and Trademark Office:

Mark:
Serial Number: 97770709
Application Date: January 27, 2023
Registration No. 7647340
Registration Date: January 14, 2025

We also claim common law rights to the "**GO Painting**" name, marks, and logos, including the following logo, based on our exclusive use of the name, marks, and logos in interstate commerce:

We will allow you to use these and all other trade names, trademarks, service marks, and logos we now own or may in the future develop for our franchise system. We refer to all these commercial symbols as the "trademarks."

The trademarks are our exclusive property. You will immediately notify us of any infringement of, or challenge to, your use of the trademarks. We and our parent will have sole discretion to take or not to take action, as we deem appropriate. We are not required to protect your rights to use the trademarks or to protect you against claims for infringement or unfair competition arising out of your use of the trademarks. We and our parent have sole discretion as to whether to defend you against or indemnify you for expenses or damages incurred due to claims of infringement or unfair competition arising out of your use of the trademarks. The franchise agreement does not require us to take affirmative action when notified of such uses or claims or to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the trademarks, or if the proceeding is resolved unfavorably to you. We have the sole right to control any administrative proceedings or litigation involving the trademarks.

You must follow our rules when you use the trademarks. You may not use the trademarks in any manner we have not authorized in writing.

All goodwill associated with the trademarks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our and our parent's benefit, except as otherwise provided by applicable law.

You may not use or give others permission to use the trademarks, or any colorable imitation of them, combined with any other words or phrases.

We may change or modify any part of the trademarks at our sole discretion. You will accept, use and protect, for the purposes of the franchise, all changes and modifications as if they were a part of the trademarks at the time the franchise agreement is executed. You will bear all costs and expenses that may be reasonably necessary because of these changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses, or detriments related to of these changes or modifications.

There are no presently effective determinations of the U.S. Patent and Trademark Office, the trademark administrator of any state or any court, any pending interference, opposition, or cancellation proceeding and any pending material litigation involving the trademarks in any state.

There are no agreements that concern our rights to use or license the use of the trademarks. We know of no infringing uses that could materially affect your use of the trademarks.

14.
PATENTS, COPYRIGHT, AND PROPRIETARY INFORMATION

We intend to affix a statutory notice of copyright to our Operations Manual, to most of our marketing products, and to our paper and service products, and to all modifications and additions to them. There are no determinations, agreements, infringements or obligations currently affecting these notices or copyrights. You have no rights to the copyrighted material. You are granted the right and are required to use the copyrighted items only with your operation of the franchise during the term of your franchise agreement.

The Operations Manual is described in Item 11. Although we have not filed applications for copyright registration, all copyrighted materials are our property. Item 11 describes limits on use of the copyrighted materials by you and your employees. We claim proprietary rights in our proprietary estimating software and reporting systems. We consider these proprietary systems as our trade secrets. You are only permitted to use our proprietary systems in accordance with the Franchise Agreement and only as long as you are a franchisee. You must contact us immediately if you learn of any unauthorized use of our proprietary information. You must also agree to not contest our rights to and interest in our copyrights and other proprietary information.

We have no patents and no pending patent applications material to your franchise.

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

We require that you participate fully in the actual day-to-day operation of the franchise business.

Our Step-In Rights. As outlined in Section 6.7 of the Franchise Agreement, to prevent any interruption of the franchised business that would cause harm to the franchise and to our franchise system and lessen their value, we may step in to operate the franchise when we deem necessary. Reasons may include our determination that: you are incapable of operating the franchise; you are absent or incapacitated because of illness or death; you have failed to pay when due any taxes or assessments against the franchise or property used in connection with the franchise; you have failed to pay when due any liens or encumbrances of every kind placed upon or against your business property; or we decide that operational problems require us to operate the franchise for a time.

All Revenue derived from our operation of the franchise will be for your account. We may pay from that Revenue all expenses, debts, and liabilities we incur during our operation of the franchise. We will keep in a separate account all Revenue generated by the operation of your business, less the expenses of the business, including reasonable compensation (up to 60% of the net profits) and expenses for us and our representatives.

16.
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require that you use, offer, and sell only those products and services that we approve in writing. (See Item 9.) You must offer all products and services that we designate as required by our franchisees. We reserve the right, without limitation, to modify, delete, and add to the authorized products and services.

17.
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	**Section in Franchise Agreement**	**Summary**
a. Length of the franchise term	Section 1.1	10 years
b. Renewal or extension of term	Section 6.1	If you are in good standing, you may renew for periods of **10** years under the terms of our then current franchise agreement forms that may have materially different terms and conditions than your original contract. A renewal fee of $5,000 will apply.
c. Requirements for franchisee to renew or extend	Section 6.1	"Renewal" means that you, upon the expiration of the original term of the franchise agreement, have the right to enter into a new agreement according to our then-current franchise agreement forms that may have materially different terms and conditions than your original contract. You must give notice at least three and not more than 6 months before expiration of the initial term; faithfully perform under the initial agreement; refurbish the Franchise and replace obsolete equipment; sign general release; sign a new agreement; pay renewal fee of $5,000; and go through retraining.

d. Termination by franchisee	Section 6.2	You may terminate the Franchise Agreement if you comply with the terms of the Franchise Agreement and if we substantially breach any material provision of the Agreement and fail to cure or reasonably to begin to cure that breach within **30** days after receipt of written no- tice specifying the breach. Termination will be effective **10** days after you deliver to us written notice of termination for our failure to cure within the allowed period.
e. Termination by franchisor with-out cause	Not applicable	We cannot terminate unless you are in default
f. Termination by franchisor with cause	Section 6.3	We can terminate only if you default.
g. "Cause" defined – curable defaults	Section 6.3(A)	You have 30 days to cure any de-fault not listed in Section 6.3.
h. "Cause" defined – noncurable defaults	Section 6.3(B)	Bankruptcy and insolvency, abandonment, repeated default, misrepresentations, levy of execution, criminal conviction, noncompliance with laws, nonpayment of fees, repeated under reporting of sales, disclosure of information.
i. Franchisee's obligations on termination/non-renewal	Section 6.5 & 6.8	De-identification, return of manuals, release of phone numbers and listings, de-identification of your franchise equipment and premises, payment of sums owed, confidentiality, and noncompetition.
j. Assignment of contract by franchisor	Section 7.1	There are no restrictions on our right to transfer.
k. "Transfer" by franchisee - defined	Section 7.1	Restrictions apply if you sell, transfer, assign, encumber, give, lease, or sublease (collectively called "transfer") the whole or any part of: the franchise agreement, substantial assets of the franchise, or ownership or control of you.
l. Franchisor approval of transfer by franchisee	Section 7.1	We have the right to approve all transfers.

m. Conditions for franchisor approval of transfer	Section 7.1	The transferee must qualify as a franchisee, he must assume your obligations, you may not be in default, the transferee must successfully complete the mandatory training, the current assignment fee is $10,000, plus applicable taxes, the transferee must sign a new franchise agreement on our then current terms, and you must release us. Depending on your volume of operations and sales over the preceding 12-months prior to transfer, an escrow amount of up to 5% of the purchase price may additionally be withheld to fund warranty claims during the 12-month period immediately following the transfer of the franchise.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 7.3	If you receive an offer, we will have the right to purchase on the same terms and conditions as offered to you, **60**-day notice and right to decide.
o. Franchisor's option to purchase franchisee's business	Section 7.3	You will give us the right of first purchase before soliciting offers from a third party if you choose to sell your franchise business. You agree to notify us in writing if you desire to sell or transfer any interest in you or in your franchised business. We will elect to exercise our option to purchase within **60** business days after our receipt of your written notification. If we offer you an amount that you do not agree to, you may try to sell to a third party. You are obligated before any transfer to a third party to comply with all criteria outlined in the paragraphs related to First Right of Refusal.
p. Death or disability of franchisee	Section 7.2	Within 180 days, your heirs, beneficiaries, devisees or legal representatives may apply to continue to operate the franchise, or transfer Franchise interest.
q. Non-competition covenants during the term of the franchise	Sections 5.8 & 5.9	You may not disclose confidential information or compete.

r. Non-competition covenants after the franchise is terminated or expires	Sections 5.9 & 6.8	After termination of the Franchise Agreement, no competition is allowed for 720 days within the Territory, within a 100-mile radius of the Territory, within a 100-mile radius of any location where we operate or have granted the franchise to operate a GO Painting business, and within the United States of America.
s. Modification of the agreement	Sections 5.5 and 9.7	We may modify the Operating Manual. Modifications to the language of the Franchise Agreement require the signed written agreement of the parties.
t. Integration/Merger clause	Sections 5.1, 5.5, & 9.7	Subject to relevant state law, only the terms of the Franchise Agreement and Operations Manual are binding. Any other promises may not be enforceable. Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations we make in the Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 9.8	Except for certain claims, all disputes must be arbitrated in accordance with the provisions of the *Arbitration Act* of the State of Utah in Utah, except as stated in State Addenda to this Disclosure Document. The Franchise Agreement prohibits disputes from being arbitrated on a class or consolidated basis.
v. Choice of forum	Section 9.8	Litigation must be in Utah County, Utah, except as stated in State Addenda to this disclosure document.
x. Choice of law	Section 9.8	Except as stated in State Addenda, Utah law applies except as other-wise provided in the Franchise Agreement and subject to state laws in those states whose laws require exclusive application and except to the extent governed by the United States Trademark Act.

See State Law Addendum for additional, state-specific disclosures.

18.
PUBLIC FIGURES

No public figures are involved in our franchise program.

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 this Item 19 may only be given 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.

Financial Performance Representation

Affiliate Locations

The Go Painting locations in Las Vegas, Salt Lake City, and Phoenix were in operation throughout all of 2024. They are owned and managed by our Parent, UCI Holding Co, LLC. They are our affiliates through such common control. These territories are operated in substantially the same manner as our franchised outlets and their historical performances are pro- vided here. None of these locations are not operated in any other manner anticipated to be different from your Franchise Business. No other locations were in operations throughout all of 2023 and none have been excluded.

"Revenue" means the gross revenue of the business, from all sources, with no exclusions.

"Labor/Subcontractor" is a cost-of-goods-sold entry for the labor expenses associated with deriving revenue from a particular customer's job.

"Materials/Other" is a cost-of-goods-sold entry for the materials, supply, and related expenses associated with deriving revenue from a particular customer's job.

"COGS" is the total of all cost-of-goods-sold entries, from all customer jobs.

"Franchise Costs" is the total of the Royalty and National Brand Fee expenses imputed to these locations to conform these costs to those you will incur pursuant to the Royalty and National Brand Fees under the Franchise Agreement.

"Royalty" is the royalty fee as described in Item 6 above.

"National Brand Fee" is the national brand fee as described in Item 6 above.

"Gross Profit" is the result of subtracting COGS and Franchise Costs from Revenue.

"Gross Margin" is the percentage resulting from dividing the Gross Profit by the Revenue.

Unforgettable Coatings – Affiliate Location Historical Financial Performance

2024	**Las Vegas**		**Salt Lake City**		**Phoenix**	
Revenue	12,778,338		4,596,200		2,681,867	
Labor/Subcontractor	5,921,045	46%	2,552,099	56%	1,248,415	47%
Materials/Other	2,817,920	22%	571,510	12%	590,926	22%
COGS	8,738,965		3,123,608		1,839,341	
Gross Profit	4,039,373		1,472,591		842,526	
Gross Margin	32%		32%		31%	
Adj. Gross Profit	4,867,691		1,720,885		1,064,451	
Adj. Gross Margin	38%		37%		40%	
Franchise Costs*						
Royalty*	638,917		229,810		134,093	
National Brand Fee*	255,567		91,924		53,637	

*The Labor/Subcontractor expenses reported include $828,319 in Las Vegas, $248,294 in Salt Lake City, and $221,925 in Phoenix for expenses incurred as a result of hiring full-time project management staff as well as other overhead costs which are typically not considered Costs of Goods Sold, do not conform to system standards and would not be anticipated to be incurred by you. Had these costs been removed from the reported numbers, gross profit would have been as follows: Las Vegas $4,039,373 and 32% of revenue; Salt Lake City $1,472,591 and 32% of revenue; and Phoenix $842,526 and 31% of revenue.

Written substantiation for this financial performance representation is available to you upon reasonable written request.

*Royalties and Brand Fund fees were not paid by these locations but have been included for demonstration purposes.

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

Other than the preceding financial performance representation, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make 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 Shaun McMurry, the Federal Trade Commission, and the appropriate state regulatory agencies.

20.
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
As of December 31 for Years 2022, 2023, and 2024

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised				
	2022	0	0	0
	2023	0	0	0
	2024	0	21	21
Company Owned				
	2022	3	3	0
	2023	3	3	0
	2024	3	3	0
Total Outlets				
	2022	3	3	**0**
	2023	3	3	0
	2024	3	24	+21

Table No. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(other than the Franchisor)
As of December 31 for Years 2022, 2023, and 2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Utah		
	2022	0
	2023	0
	2024	0
Total		
	2022	0
	2023	0
	2024	0

Table No. 3
STATUS OF FRANCHISED OUTLETS
As of December 31st for Years 2022, 2023, and 2024

	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termina-tions	Column 6 Non-Re-newals	Column 7 Reacquird by Franchi-sor	Column 8 Ceased Opera-tions – Other Reasons	Column 9 Outlets at End of the Year
Colorado								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	4	0	0	0	0	4
Florida								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
Georgia								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
Idaho								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
Nebraska								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
North Carolina								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
South Carolina								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Tennessee								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	0

TOTAL								
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	21	0	0	0	0	21

Table No. 4
STATUS OF COMPANY-OWNED OUTLETS
As of December 31 for Years 2022, 2023, and 2024

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reac-quired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of Year
Arizona							
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Idaho							
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	0	0	0	0	0	0
Nevada							
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	0
Utah							
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	0
Total							
	2022	3	**0**	**0**	**0**	**0**	3
	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3

Table No. 5
PROJECTED OPENINGS AS OF December 31, 2024 through December 31, 2025

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year
Arizona	0	1	0
Texas	0	4	0
Florida	0	4	0
Georgia	0	2	0
Utah	0	1	0
Nevada	0	1	0

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Current Fiscal Year
North Carolina	0	2	0
South Carolina	0	2	0
Ohio	0	2	0
Indiana	0	2	0
Pennsylvania	0	1	0
TOTALS	**0**	22	**0**

* NOTE: These are projections of the number of new franchises we expect will open in the next fiscal year. It is, however, only a projection. The chart shows those states which we consider priority states, however, we do not plan to sell franchises in all of those states in the upcoming year. We continue to look for new franchisees throughout the United States and will open locations in any state in which we find qualified purchasers. Therefore, the actual number of new franchisees in any state that open in the next fiscal year could vary from the number described above.

The following is a complete listing of all of our current franchisees and the addresses and telephone numbers of all of their operations as of **December 31, 2024:**

Territory	Name	Business Address	City	State	Phone
Go Painting of South Charlotte	Alan Moore	15105 John J Delaney Suite Ste D	Charlotte	NC	(704) 912-1777
Go Painting of Hilton Head	Alex Valenzuela	14 Maidencane St	Bluffton	SC	(843) 284-3046
Go Painting of Northern Colorado	Amy Doyle	36 Baylor Drive	Longmont	CO	(720) 912-3511
Go Painting of North Georgia	Bob Mathews	136 Chestnut Circle	Atlanta	GA	(404) 590-0135
Go Painting of Raleigh	Brian S. McNeely Brittany	5300 Burcliff Pl.	Raleigh	NC	(919) 341-8145
Go Painting of Bayou City	Willoughby	1509 Graystone Hills Dr.	Conroe	TX	(346) 299-1144
Go Painting of North Houston	Casey Stinson	11802 Sequoia Valley Ln	Humble	TX	(713) 874-6906
Go Painting of Omaha	Chirsten Broz	319 N 201 Street	Elkhorn	NE	(402) 225-6545
Go Painting of St. Petersburg	Chris Ganister	10460 Roosevelt Blvd N STE 153	Saint Petersburg	FL	(727) 748-1911
Go Painting of Boise	Dan Clark	4088 N. Quenzer Way	Meridian	ID	(208) 254-1014
Go Painting of Denver	David Mason	600 N Pennsylvania St #304	Denver	CO	(720) 912-2770
Go Painting of North Georgia	John W. Mathews	136 Chestnut Circle	Atlanta	GA	(404) 590-0134
Go Painting of Northern Colorado	Karina Doyle	36 BAYLOR DR	Longmont	CO	(720) 912-5411
Go Painting of Fort Worth	Mariya Richardson	8336 Pine Meadows Drive	Fort Worth	TX	(817) 973-5700
Go Painting of South Atlanta	Matt Martin	885 Briarcliff Rd NE, Unit 3	Atlanta	GA	(404) 500-8113
Go Painting of Northern Virginia	Steven Payne	108 Munsee Cir	Winchester	VA	(571) 520-1744
Go Painting of Portland	Terry Brown	2426 NE 7th Ave	Portland	OR	(971) 754-7880
Go Painting of Nashville	W.P. Roe	2246 Greenwood Avenue	Nashville	TN	(615) 236-2633

The following is a list of the name, city and state, and the current telephone number or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us or our affiliate within **10** weeks of the date of this Disclosure Document.

Territory	Prov/State	Name	Business Address	City	Postal Code	Phone

NONE

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. Our standard franchise agreement, all renewal and transfer agreements, and all agreements to settle disputes with franchisees, generally contain confidentiality clauses. Thus, all our franchisees have signed a confidentiality clause with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with **GO Painting**. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The following is a list, to the extent known to us, of the names, addresses, telephone numbers, email addresses, and web addresses of each trademark-specific franchise organization associated with the franchise system being offered which we have created, sponsored, or endorsed: **NONE**.

The following is a list of any independent franchisee organizations that have asked to be included in this disclosure document: **NONE**.

21.
FINANCIAL STATEMENTS

Attached as Exhibit A to this Disclosure Document is our unaudited inception balance sheet as of December 31, 2023 and our audited financial statements for the fiscal year ending December 31, 2024. Our fiscal year-end is December 31. We have not been in business for sufficient time to deliver audited financial statements for the standard three-year period.

22.
CONTRACTS

Attached are copies of the Franchise Agreement, the State Law Addendum, and all other related agreements you may have to sign when you purchase your franchise. The standard form release agreement that you will be required to sign in certain instances, such as for a transfer or renewal, is found in section 9.9 of the Franchise Agreement.

23.
RECEIPTS

Attached to this Disclosure Document are two Receipt pages. They are duplicates that evidence your receipt of

this Disclosure Document – the first is to be retained by you, the other by us (Exhibit F).

EXHIBIT A

TO

GO PAINTING, LLC

DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

Go Painting, LLC

Financial Statements

December 31, 2024 and 2023

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SADLER GIBB

INDEPENDENT AUDITORS' REPORT

To the Member and Management
Go Painting, LLC

Opinion

We have audited the accompanying consolidated financial statements of Go Painting, LLC, which comprise the consolidated balance sheet as of December 31, 2024, and the related consolidated statements of operations and member's equity and cash flows for the year ended December 31, 2024, and the related notes to the consolidated financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Go Painting, LLC as of December 31, 2024 and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. 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 Go Painting, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Prior Period Financial Statements

The 2023 financial statements were reviewed by us, and our report thereon, dated August 12, 2024, stated we were not aware of any material modifications that should be made to those financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements as a whole.

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 Go Painting, LLC'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 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 Go Painting, LLC'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 Go Painting, LLC'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.

Sadler Gibb & Assoc.

Draper, UT
May 22, 2025

Go Painting, LLC
Consolidated Balance Sheets

	As of December 31, 2024	As of December 31, 2023 (Unaudited)
ASSETS		
Current Assets:		
Cash and cash equivalents	$ 65,163	$ 18,903
Prepaid expenses and other current assets	3,344	7,614
Deferred franchise costs - current	66,079	-
Total Current Assets	134,586	26,517
Long-Term Assets:		
Other receivables - related parties	75,000	-
Deferred franchise costs, net of current portion	572,223	-
Total Long-Term Assets	647,223	-
Total Assets	$ 781,809	$ 26,517
LIABILITIES AND MEMBER'S EQUITY		
Liabilities		
Current Liabilities:		
Accounts payable and accrued expenses	$ 48,942	$ 12,012
Deferred revenue - current	91,955	-
Total Current Liabilities	140,897	12,012
Long-Term Liabilities:		
Deferred revenue, net of current portion	796,660	-
Total Long-Term Liabilities	796,660	-
Total Liabilities	937,557	12,012
Member's Equity	(155,748)	14,505
TOTAL LIABILITIES & MEMBER'S EQUITY	$ 781,809	$ 26,517

See accompanying independent auditor's report and notes to the consolidated financial statements

Go Painting, LLC
Consolidated Statements of Operations and Member's Equity

	For the years ended December 31, 2024	December 31, 2023 (Unaudited)
Revenues:		
Franchise fees	$ 30,935	$ -
Royalty fees	11,130	-
Managed services fees	70,575	-
Go-to market kit	127,774	-
Technology fees	40,000	-
Total Revenues	280,414	-
Operating Expenses		
Cost of revenues	110,413	-
General and administrative	460,752	84,479
Franchise development	387,809	38,785
Professional fees	31,979	10,423
Total Operating Expenses	990,953	133,687
Net Loss from Operations	(710,539)	(133,687)
Other Income (Expense)	300	(28)
Net Loss	$ (710,239)	$ (133,715)
Member's Equity		
Beginning balance	$ 14,505	$ -
Member Contributions	539,986	148,220
Net Loss	(710,239)	(133,715)
Ending balance	$ (155,748)	$ 14,505

See accompanying independent auditor's report and notes to the consolidated financial statements

Go Painting, LLC
Consolidated Statements of Cash Flows

	For the years ended December 31, 2024	December 31, 2023 (Unaudited)
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net Loss	$ (710,239)	$ (133,715)
Adjustments to reconcile net loss to net cash used in operating activities:		
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	4,270	(7,614)
Deferred franchise costs	(638,302)	
Other receivables	(75,000)	
Deferred franchise revenue	888,615	
Accounts payable and accrued expenses	36,930	12,012
Net Cash used in Operating Activities	(493,726)	(129,317)
Cash flows from financing activities:		
Member contributions	539,986	148,220
Net Cash provided by Financing Activities	539,986	148,220
NET CHANGE IN CASH	46,260	18,903
CASH AT BEGINNING OF YEAR	18,903	-
CASH AT END OF YEAR	$ 65,163	$ 18,903
Supplemental Cash Flow Information:		
Cash paid for income taxes	-	-
Cash paid for interest	-	-

See accompanying independent auditor's report and notes to the consolidated financial statements

NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations

Go Painting, LLC ("Go Painting" or "the Company") was formed on December 29, 2022 as a Utah limited liability company. The Company is wholly owned by LFGO Holdings Inc. ("the Holding Company" or "LFGO"), a Utah corporation formed in 2022. The Company operates as a franchising company and licenses franchise rights to franchisees throughout the United States to provide commercial painting services under the Go Painting proprietary system. The Company generates revenues from franchisees for granting franchise licenses and for providing various related managed services.

The Company has a controlled subsidiary, LGPM, LLC ("LGPM"), which is also owned by the Holding Company and was formed on July 11, 2023 to become the management company for Go Painting, LLC. During July 2023, the Company entered into an agreement whereby LGPM would perform all administrative services and manage all operations of Go Painting, LLC.

Significant Accounting Policies

Consolidation

The consolidated financial statements include the accounts of Go Painting, LLC, and its controlled subsidiary, LGPM, a variable interest entity of which the Company is the primary beneficiary. All intercompany balances and transactions of the Company have been eliminated.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentrations and Credit Risk

Financial instruments that potentially subject the Company to a concentration of credit risk consist primarily of cash, cash equivalents and accounts receivable. Management's assessment of the Company's credit risk for cash and cash equivalents is low as cash and cash equivalents are held in financial institutions believed to be credit worthy. For the years ended December 31, 2024 and 2023, the company had no major customers and no vendor concentrations.

Cash and Cash Equivalents

The Company maintains their cash in bank deposit accounts at high credit quality financial institutions. The balances, at times, may exceed federally insured limits. As of December 31, 2024 and 2023, the cash on hand exceeded federally insured limits $0 and $0, respectively. The Company has not experienced any losses in such accounts.

Revenue Recognition

The Company recognizes revenue in accordance with ASC Topic 606 – *Revenue from Contracts with Customers*. ASC 606 is based on the principle that revenue is recognized to depict the transfer of goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. ASC 606 also requires additional disclosure about the nature, amount, timing, and uncertainty of revenue and cash flows arising from customer contracts, including significant judgements and changes in judgements and assets recognized from costs incurred to obtain or fulfill a contract.

All revenue recognized in the income statement is revenue from contracts with customers and includes franchise fees, royalty fees, monthly advertising and support fees, marketing fees and technology fees.

Performance Obligations

Franchise Fees - Franchise Fees charged in new franchise license agreements and represent the obligation of the Company to provide the franchise license to the franchisees per the agreements. This obligation is fulfilled by the Company over the life of the contract and not at a specific point in time. As such, the Company recognizes the franchise fees over the life of the agreement, from the completion of training until the end of the agreement.

Royalty Fees- Royalty fees are charged based on the monthly sales of the Franchisees. The Franchisees pay 7% of their gross revenue each month for the first calendar year under contract. After that time, the Franchisee will pay a minimum monthly Royalty Fee that ranges from $500 to $2,250 depending on the number of territories owned by the franchisee.

Go-to Market Kit Fees – Fees charged to franchises for the Go-to Market Kit are charged when provided to franchisees, which includes the initial supplies for the franchisee to start operations.

Technology fees – Technology services fees are charged to franchisees include initial set up fees that are performed at the beginning of the franchise agreements.

Managed Services Fees- The Company also provides managed services, technology systems and support, and advertising for which fees are charged. These monthly fees include technology and marketing services provided to franchisees which vary based on the number of territories and ranged from $1,500 to $2,250 during the year. Managed services fees are recognized as earned on a monthly basis for services that have been provided.

Significant Judgments

For initial franchise start-up obligations, we consider the services provided to be distinct general business assistance and marketing and technology training and to not be highly interrelated with the franchise agreement. We do not have significant financing components, non-cash consideration, or other variable consideration.

Payment Terms

The Company's franchise agreements require the payment of various fixed and variable fees. Initial franchise fees are due and typically paid when a franchise agreement is executed and are non-refundable. Technology fees and go-to market kit fees are fixed fees and are paid when the related service or kit is provided.

Franchise fees collected prior to the satisfaction of the Company's performance obligation result in the Company recognizing deferred revenue. Amounts that are expected to be recognized as revenue within one year are classified as current deferred revenue in the balance sheet.

We typically receive payments for new franchise agreements upon signing and defer revenue recognition until the franchise is operational. When the franchise is operational, the revenue is recognized over the remaining duration of the agreement. Deferred revenue on the balance sheet related to franchise fees was $888,615 and $0 as of December 31, 2024 and 2023, respectively.

Costs of Obtaining Franchise Agreements

The Company incurs broker commission expenses paid to third parties to obtain franchise agreements with franchisees. The commissions are related to franchise fee revenue, which, prior to adoption of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, Revenue from Contracts with Customers (Topic 606), was recognized at the point in time in which the

corresponding revenue was recognized. Beginning on January 1, 2020, upon adoption of Accounting Standards Codification (ASC) 606, these costs are deferred and recognized over the term of the respective franchise agreement. The balance of the deferred franchise costs were $638,302 and $0 as of December 31, 2024 and 2023, respectively, and related amortization of these costs were $22,488 and $0, respectively. No impairment recorded of deferred franchise costs were recorded.

Fair Value Measurements

The Company has adopted ASC Statement 820, "Fair Value of Financial Instruments." For purposes of this disclosure, the fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced sale or liquidation. A fair value hierarchy is used to prioritize the quality and reliability of the information used to determine fair values. Categorization within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement. The fair value hierarchy is defined into the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.
Level 2: Observable market-based inputs or inputs that are corroborated by market data.
Level 3: Unobservable inputs that are not corroborated by market data.

The carrying value of accounts payable approximate their fair value because of the short-term nature of these instruments. Management is of the opinion that the Company is not exposed to significant interest of credit risks arising from these financial instruments.

Income Taxes

The Company is organized as a Limited Liability Company and, with the consent of its members, has elected under the Internal Revenue Code to be taxed as a Partnership. In lieu of corporation income taxes, the members of the Company are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements. The Company's income tax returns are subject to examination by the appropriate tax jurisdictions.

Advertising

Costs incurred in connection with advertising are expensed as incurred. Such costs amounted to $94,440 and $15,084 for the years ended December 31, 2024 and 2023, respectively.

Variable Interest Entities

The Company applies the provisions of ASC 810, *Consolidations*, applicable to consolidating variable interest entities for which the Company is primary beneficiary. The Company has a variable interest in LGPM. In 2023, LGPM was formed by the Holding Company who holds 100% ownership interest. The purpose of LGPM was to manage the operations of Go Painting, LLC. During July 2023, the Company entered into an agreement whereby LGPM would perform all administrative services and manage all operations of Go Painting, LLC. LGPM was to be paid for the administrative services and reimbursed for management costs incurred from collections of sales that were generated as a result of LGPM's efforts. LGPM does not have any other operations outside of this management services arrangement.

LGPM was determined to be a variable interest entity in accordance with ASC 810, *Consolidations*. Because LGPM's purpose was to manage Go Painting and because costs or losses were to be paid by Go Painting to the extend revenues were collected, it was determined that Go Painting holds current and potential rights that give it the power to direct activities or the obligation to absorb potentially significant losses. As a result, Go Painting was deemed to be the primary beneficiary of LGPM and has consolidated LGPM. The management services revenues due to LGPM from Go Painting and resulting intercompany receivables and payables are eliminated upon consolidation.

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Contingencies

Certain conditions may exist as of the date financial statements are issued, which may result in a loss to the Company, but which will only be resolved when one or more future events occur or fail to occur. The company's management and its legal counsel assess such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company's legal counsel evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein. If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's financial statements. If the assessment indicates that a potentially material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, together with an estimate of the range of possible loss if determinable and material, would be disclosed.

Recently Issued Accounting Standards

In June 2016, the FASB issued Accounting Standards Update ("ASU") 2016-13, Financial Instruments–Credit Losses, Measurement of Credit Losses on Financial Instruments, which requires the measurement and recognition of expected credit losses for financial assets held at amortized cost. ASU 2016-13 replaces the existing incurred loss impairment model with an expected loss methodology, which will result in more timely recognition of credit losses. This pronouncement was amended under ASU 2019-10 to allow for private companies to adopt this standard for fiscal years beginning after December 15, 2022. The Company adopted this standard effective January 1, 2024. The adoption did not have a material impact on the Company's financial position or results of operations.

The Company has evaluated all other new accounting pronouncements that are in effect. These pronouncements did not have any material impact on the financial statements unless otherwise disclosed, and Management does not believe that there are any other new accounting pronouncements that have been issued that might have a material impact on its financial position or results of operations

NOTE 2 – FRANCHISE AGREEMENTS

Conventional franchise agreements provide for payment of Franchise fees and other initial costs as well as continuing royalty fees based upon sales, software and marketing fees to the Company, with a minimum monthly fee commencing after the initial training program and other business licensing requirements are completed.

The Company had 19 and 0 Franchisee territories for the years ended December 31, 2024 and 2023, respectively.

NOTE 3 – MEMBER'S EQUITY

During the fiscal year ended December 31, 2024 and 2023, net cash proceeds of $539,986 and $148,220, respectively, were received by the Company as Member contributions. During 2023, the Company entered into a sales representative agreement whereby the Company will grant up to 10% equity ownership, conditioned upon the sales representative completing a specified number of franchise sales. As of December 31, 2024, no equity ownership has vested. See further description of the agreement in Note 5.

NOTE 4 – VARIABLE INTEREST ENTITIES

The Company has a variable interest in LGPM due to the fact that LGPM provides administrative and management services for Go Painting, LLC. Management has determined that Go Painting is the primary beneficiary of LGPM and therefore is consolidated in the Company's financial statements. LGPM's assets consist primarily of cash and prepaid expenses, with liabilities consisting of accounts payable and accrued expenses. Intercompany balances have been eliminated in the consolidation.

The following table summarizes the balance sheet and statement of operations line items of LGPM, included in the Company's financial statements, excluding intercompany eliminated balances, as of and for the years ending December 31, 2024 and 2023:

	2024	2023
Assets		
Cash and cash equivalents	$ 64,546	$ 18,821
Prepaid expenses and other assets	3,344	7,614
Total	67,890	26,435
Liabilities		
Accounts payable and accrued expenses	48,942	12,012
Total	48,942	12,012
Revenues	$ 54,900	$ -
Operating Expenses	956,677	133,687
Other Income (Expense)	300	-
Net Loss	$ (901,477)	$ (133,687)
Members' Equity:		
Member Contributions	$ 539,986	$ 148,100

NOTE 5 – RELATED PARTY TRANSACTIONS

During 2023, the Company entered into a sales representative agreement ("Sales Rep Agreement") expiring on December 31, 2026 with Franchise Growth Company, LLC (or "FranGrowth"), an entity controlled by an individual who is part of Company Management and has conditional equity ownership of the Holding Company. Pursuant to the terms of the Sales Rep Agreement, the Company will pay a monthly retainer of $8,083 per month for continuing sales services. In addition, FranGrowth will be entitled to sales commissions for franchise agreements sold ranging from a minimum of $12,000 and up to approximately 80% of the net franchise fees received, after brokers commissions. Further, the Company agreed to grant up to 10% equity ownership of the Company, vesting conditionally as follows: 5% equity interest to be granted after FGC sells 20 franchises; and an additional 5% equity interest to be granted after FGC sells a total 40 franchises. See also Note 3.

During the year ending December 31, 2024, the Company paid approximately $90,000 in management fees and $395,000 in commissions to FranGrowth under the Sales Rep Agreement. The management fees were recorded in general and administrative expenses in the statement of operations. Commissions were capitalized as deferred franchise costs (see Revenue recognition accounting policy in Note 1).

During the year ended December 31, 2024, the Company entered into a 10-year note receivable with one of the owners of the Holding Company in the amount of $75,000 which matures on December 31, 2034. No payments required during the first 60 months (interest-free period). Beginning on the first day of month 61, interest shall accrue on the unpaid principal balance at an annual rate equal to the 2% compounded annually.

NOTE 6 – SUBSEQUENT EVENTS

Management evaluates events and transactions that occur after the balance sheet date as potential subsequent events. Management has performed this evaluation through May 22, 2025, noting the following material transactions entered into subsequent to December 31, 2024: The Company entered into franchise agreements with sixteen franchisees for territories in the states of North Carolina, Oregon, Virginia and Texas.

Go Painting

Balance Sheet

As of December 31, 2023

	GO PAINTING LLC	TOTAL
ASSETS		
TOTAL ASSETS		**$0.00**
LIABILITIES AND EQUITY		
Liabilities		
Total Liabilities		**$0.00**
Equity		
LGPM Dividends	-10.00	$ -10.00
Owner investments	120.00	$120.00
Retained Earnings		$0.00
Net Income	-28.00	$ -28.00
Total Equity	**$82.00**	**$82.00**
TOTAL LIABILITIES AND EQUITY	**$82.00**	**$82.00**

Franchise Disclosure Document Exhibit B

Go Painting

FRANCHISE AGREEMENT

_____

[Print name of individual]
[Jointly and Severally, "You"]

and

_____

[Print name of proprietorship, partnership, and company]
[Jointly and Severally, "You"]

and

GO PAINTING, LLC
["We" or "Us"]

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- 2.5 "Revenue" Defined
- 2.6 You Will Pay Taxes and Indebtedness
- 2.7 Royalty Fees, National Marketing and Branding Fees, Local Marketing Expenditures, and Other Sums To Be Paid Promptly
- 2.8 Records
- 2.9 Audits
- 2.10 You are to Pay all Franchise Costs
- 2.11 Attendance at Conventions
- 2.12 Application of Payments

3 **TRAINING**
- 3.1 Mandatory Training
- 3.2 Supplemental Training

4 **COMMENCEMENT OF OPERATIONS**
- 4.1 Time to Complete Training and Commence Operation
- 4.2 You Are to Obtain Permits and Licenses

5 **FRANCHISE STANDARDS OF OPERATION**
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- 5.2 Standards to Be Maintained
- 5.3 Service Marks, Operations Manual, and GO Painting System Are Our Exclusive Property
- 5.4 You Will Not Use Names or Marks in Combination
- 5.5 Service Marks, Operations Manual, and GO Painting System May Be Changed
- 5.6 Standard Uniform
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- 5.9 Conflicting or Competing Interests
- 5.10 Computer Systems
- 5.11 Terms of Product Sales

6 **RENEWAL, TERMINATION AND STEP-IN RIGHTS**
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- 6.2 Termination by You
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- 6.4 Time Frames Subject to Applicable Law
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9.10 Agreement Binding on Successors and Assigns
9.11 Execution in Counterparts and Our Acceptance
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9.13 Personal Guarantee
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10 SIGNATURES

SCHEDULE A Franchise Territory

F R A N C H I S E A G R E E M E N T

THIS AGREEMENT has been entered this ____day of _____, 20__. It is by and between **Go Painting, LLC** a Utah LLC, ("we, us") and _____and_____and _____(jointly and severally "you").

For purposes of this Agreement "you" may include an individual, corporation, partnership, limited liability company or other legal entity. "You" includes any corporation, partnership, limited liability company, individual, combination of individuals, or other legal entity that owns a majority interest of you, or in which you own a majority interest. The term "you" will include all persons who succeed to your interest by transfer or by operation of law.

We have certain rights to, have registered in various jurisdictions, and intend to continue to develop names, trademarks, service marks, logos, commercial symbols, and styles. These include, but are not limited to "**GO Painting**" (the "Service Marks"). We own valuable goodwill and have valuable expertise, confidential information, methods, procedures, techniques, uniform standards, operations manuals, inventory control guidelines, systems, layouts, merchandise, and materials. These are connected with the operation, promotion, and marketing of businesses that offer quality commercial and exterior painting services to the public under the Service Marks (the "GO Painting System").

You desire us to train you and authorize you to operate a high-caliber franchise to offer and sell the GO Painting System to the public and to use the GO Painting System and Service Marks. We are willing to grant you such a franchise on the terms and conditions set forth in this Agreement.

You acknowledge that this Agreement was accompanied by a Franchise Disclosure Document, which you received at the earlier of:

- the first personal meeting with us (in New York and Rhode Island); or
- 14 calendar days before signing any franchise or related agreement or making any payment with the franchisor or an affiliate in connection with the franchise sale (10 business days in Michigan, New York, Oregon, Rhode Island, Washington and Wisconsin).

In addition, you acknowledge either:

- receipt of this Agreement containing all substantive terms at the time of delivery of the Franchise Disclosure Document; or
- if we unilaterally or materially altered the terms and conditions of our standard franchise agreement or any related agreements attached to the Franchise Disclosure Document, you acknowledge that you received a complete and final copy of this Agreement and its exhibits not less than **7** calendar days before you signed this Agreement.

You have read this Agreement and our Franchise Disclosure Document. You understand and accept the terms, conditions and covenants contained in this Agreement. They are necessary to maintain our high standards of quality, service and uniformity at all franchises. They protect and preserve the goodwill of the Service Marks and the confidentiality and value of the GO Painting System.

You realize that entering into this Agreement will obligate you to operate your franchised business in strict accordance and conformity with the standards, specifications and procedures as set forth in the Operations Manual that we will loan to you. You furthermore realize that there is a risk in owning any business venture including this one and that running a business can be very hard work. If you operate your Franchise below the standards we require, customers who patronize that GO Painting franchise location will be less likely to patronize other GO Painting locations. This would damage the business of others. It will be difficult for us to obtain new franchisees if a prospective purchaser observes that you do not maintain the required standards.

We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, profits or success of the business venture contemplated by this Franchise Agreement, except those representations specifically disclosed in our Franchise Disclosure Document. You acknowledge that you have read this Agreement and our Franchise Disclosure Document and that you have no knowledge of any representations by us, or our officers, directors, shareholders, employees or agents that are contrary to the statements made in our Franchise Disclosure Document or to the terms of this Agreement. We do not furnish nor do we authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of any GO Painting operation that is inconsistent with disclosures in our Franchise Disclosure Document. Actual results vary from unit to unit and we cannot estimate the results of any particular franchise.

THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1 GRANT OF FRANCHISE AND FRANCHISE TERRITORY

1.1 **Grant of Franchise and Franchise Territory**. We grant to you, and you accept from us, the franchise, license, and privilege to use the Service Marks, the GO Painting System, and merchandise bearing the Service Marks, for **10** years from the date of this Agreement (the "Franchise"). This grant solely is for the operation by you of one GO Painting franchise in the geographical territory identified in the attached Exhibit A ("the Franchise Territory").

If either the Franchise Territory or the location for your franchised operations has not been determined when this Agreement is executed, you are responsible for selecting the site for your franchise within the area designated in Exhibit A. The Franchise Territory and your franchise site must be in the United States of America, legally available pursuant to state, provincial, and federal franchise and business opportunity disclosure and registration laws and pursuant to our contractual commitments (including those with our other franchisees) and in compliance with our franchise placement, market development and demographic criteria.

1.2 **Location for Franchise**. You will operate the Franchise only within the Franchise Territory. You may have one or more locations in the Franchise Territory from which the following are performed (collectively the "Franchise Premises"):

A. The storage of any equipment used in association with your Franchise.

B. Where crews might meet at the beginning of the day before they go to their jobsites.

C. Maintenance of telephone, fax, email or postal address for the Franchise.

D. Advertisement of the address, telephone, fax, email or any other contact information for your location.

E. Generation of revenues for the Franchise.

If not determined when this Agreement is executed, you are responsible for selecting the site for the Franchise Premises within the area designated in Exhibit A and in accordance with this Agreement.

1.3 **Franchise Development**. You are responsible to furnish and equip the Franchise.

A. We will furnish to you a schedule of equipment packages for the Franchise. Any modifications you propose must be approved in writing by us. All approvals will be solely within our discretion to maintain a uniform image consistent with GO Painting franchise system concepts.

B. You will comply with the standards and specifications we establish for vehicles and equipment, among other things.

C. You will comply within a time we deem reasonable with any requirement we impose to modify the vehicles and equipment.

1.4 **Relocation of the Franchise**. You will not relocate the Franchise without our prior written approval. Any relocation will be at your sole expense. This Agreement will govern your operations at any replacement Franchise location. You may decide to relocate the Franchise for the following reasons:

- in your and our judgment there is a change in character of the location of the Franchise sufficiently detrimental to your business potential to warrant its relocation, or
- you reasonably decide to relocate the Franchise for cause.

If so, you may relocate the Franchise to another available location, if:

A. you are not in breach of this Agreement;

B. you evidence to our satisfaction your ability to obtain and commence operations at the new location within a time we deem reasonable after you vacate the original location;

C. you develop and equip, at your sole expense, the new location according to our

then current specifications and standards;

D. you pay all reasonable out-of-pocket expenses we incur because of the relocation. The terms "Franchise Territory" and “Franchise Premises” will include the relocated business site; and

E. you satisfy our then current franchise placement and demographics criteria, as expressed in the Operations Manual.

1.5 **You Will Not Advertise Outside Territory**. Except with our prior written permission, you will not place under any circumstances advertisements using the Service Marks in or originating from any area other than the Franchise Territory. If we give such consent, designating any areas as “Operational Areas,” such consent may be revoked by us at any time. You receive no owned territory rights associated with Operational Areas, but instead are given conditional permission to operate your franchised business in such Operational Areas. Such permission is given in our sole discretion.

1.6 **Existence of Divergent Forms of Franchise Contracts**. You acknowledge that we have offered franchises to others in the past the terms of which may have varied materially from those set forth in this Agreement.

1.7 **Rights We Reserve**. We retain all rights not specifically granted to you under this Agreement. Except as otherwise provided in this Agreement, we retain the right, in our sole discretion and without granting any right to you:

A. to use or license the use of the Service Marks or any other trademarks, service marks, logos or commercial symbols in connection with the sale of any services or products other than those directly contemplated being used, offered, or sold by you under this Agreement. We expressly reserve the right to sell or earn rebates and fees from the sale by others licensed or authorized by us to sell, proprietary products on a wholesale basis for use in preparing products that will not carry a GO Painting brand.

B. to operate and grant to others the right to operate GO Painting businesses outside the Franchise Territory on such terms and conditions as we deem appropriate.

C. to sell products or services anywhere, including within the Franchise Territory through channels of distribution other than the GO Painting business currently reserved to you in the Franchise Territory, including Internet, other forms of media now or in the future developed, wholesale and mail order channels. The Internet is a channel of distribution reserved exclusively to us, and you may not independently market on the Internet or conduct e-commerce except as otherwise allowed by us in the Operations Manual.

D. to establish, operate, own or franchise any business, including competitive businesses, outside of the Franchise Territory.

1.8 **Nonexclusive**. We reserve the right to market, solicit sales, and sell, lease, rent or otherwise dispose of franchise products to any person or customer we want. These include national accounts, commercial customers, franchisees, end users or any other customer we may select. We may exercise our right directly or indirectly by or through independent contractors that may include franchisees and dealers.

1.9 **Maximum Pricing**. We will be permitted, to the extent permitted by relevant law, to establish price ceilings or minimum or maximum allowable prices on the products and services you offer and sell. Except as so specified by us or as otherwise required in this Agreement and in the Operations Manual, you may determine the prices at which you sell products and services, as well as the terms and conditions of sale.

2 PAYMENT OF FEES AND OTHER FINANCIAL REQUIREMENTS

2.1 **Initial Franchise Fee and Initial Purchases**. The Initial Franchise Fee is **$59,500**. Contemporaneously with the execution of this Agreement, you have paid to us the entire Initial Franchise Fee. If you acquire additional territories, the combined Initial Franchise Fee will be reflected in an accompanying Schedule, which is incorporated by reference.

The Initial Franchise Fee is paid in consideration of our sales expenses, administrative overhead, return on investment, and start-up costs related to the execution of this Agreement and the opening of the Franchise and for our lost or deferred opportunity to sell franchises in the Franchise Territory to others.

None of the Initial Franchise Fee is refundable.

2.2 **Royalty Fee; Annual Minimum**. You will pay to us **7%** of your Gross Revenue as a Royalty Fee. This fee is payable upon the earliest occurring of the following: (i) execution by any means of a service agreement with your customer; (ii) acceptance of the work proposal by the customer in any fashion; or (iii) upon your receipt of funds to pay on any proposal or agreement with a prospective customer, in full or in part. For purposes of calculating this Royalty Fee, "Gross Revenue" shall be defined to include all amounts to which you are entitled to receive payment, before expenses, under each customer contract entered into in connection with your franchised business or in connection with services performed by us in connection with this Agreement. "Revenue" additionally means all receipts generated by the Franchise from any source, including, but not limited to, sales, rentals, vending, exchanges, repairs, services, labor, service charges, service contracts, any other type of remuneration, gift, contra-deal, barter of products or services, charity, payment in kind, or any other benefit or value that is received or deferred to be received, and excludes discounts, refunds and sales taxes. Credit transactions will be included in Revenue as of the date of the transaction without deduction for uncollected credit accounts. The proceeds from any business interruption insurance or eminent domain recovery you receive will be included in "Revenue." "Gross Revenue" means the total Revenue for any calendar period as relevant. Your Royalty Fee shall be paid on or before the 25th of each month, relating to the operations of the prior calendar month, and assessed upon the amounts you collected of your Gross Revenues. Additionally, for any proposal or agreement with a customer which is entered into as a result of sales efforts of Franchisor or of any national sales representative of Franchisor, a sales commission charge of 10% shall be applied to the revenue collected from such job.

Beginning on the January following the close of the first calendar year in which you have commenced operations of your business through the Franchise , and continuing thereafter, you will pay to us a monthly minimum Royalty Fee for the preceding calendar year.

Your monthly minimum Royalty Fee will be calculated pursuant to the following schedule:

# of Units of Territories	Months 1-6	Months 7-12	Months 13-24	Months 25-36	Months 37-48	Months 49-60	Months 60-72	Months 73-End
2 Units or less	$0	$500	$1,000	$1,100	$1,200	$1,300	$1,400	$1,500
3 Units	$0	$750	$1,250	$1,350	$1,450	$1,550	$1,650	$1,750
4 Units	$0	$1,000	$1,500	$1,600	$1,700	$1,800	$1,900	$2,000
5 Units or more	$0	1,250	$1,750	$1,850	$1,950	$2,050	$2,150	$2,250

In connection with such schedule, we agree that during the first year of operation, you will have no minimum sales quota. In your second year of operation, in order to preserve your territorial rights and to remain in good standing under this Agreement, you must realize no less than $500,000 in revenues. Thereafter, to remain in good standing and preserve your territorial rights, you must achieve at least $1,000,000 in annual gross revenues.

Notwithstanding any of the foregoing, if you fail to report your monthly sales through our proprietary software in accordance with the standards of the Operations Manual, the monthly minimum described above will not apply, and you will instead pay to us as a monthly minimum Royalty Fee the greater of (i) $3000 or (ii) 7% of your 12-month average for the previous twelve reported months (with the total being annualized if there are less than twelve months).

The Royalty Fee and monthly minimum are due and payable in the manner specified from time to time in the Operating Manual described in Section 5, below.

We may require these Royalty Fee payments to be made by automatic account withdrawal or other automatic processes we reasonably specify in the Operations Manual, such as automatic pre-authorized payment plan, electronic funds transfer or the Internet.

2.3 **National Marketing and Branding Program Fee.** You will pay to us a National Marketing and Branding Program Fee equal up to **2.0%** of the total Gross Revenue derived from the Franchise. This fee is payable upon booking the job and upon

ordering materials through our proprietary software. We reserve the right to temporarily lower or suspend this monthly fee at any time, upon prior written notice to you and to our other franchisees.

This payment may be required to be made by automatic account withdrawal or other automatic processes we reasonably specify in the Operations Manual, such as automatic pre-authorized payment plan, electronic funds transfer or the Internet.

We may use all National Marketing and Branding Program Fees we receive from you in local, regional, national, Internet, or international advertising for:

- maintaining, administering, researching, directing and preparing advertising and promotional activities (including, among other things, the costs of preparing and conducting television, radio, magazine and newspaper advertising campaigns, public relations programs and press releases);
- direct mail and outdoor billboard advertising;
- marketing research and development;
- marketing surveys and public relations activities;
- development and maintenance of any Internet or e-commerce programs;
- marketing materials;
- decor and promotional materials;
- artwork; advertising services;
- training and conventions related to marketing, customer service and sales augmentation;
- production and distribution of periodic newsletters to provide you with industry news, suggestions, and advice on franchise operations; and
- our reasonable salaries, accounting, collection, legal and other costs related to all of the above.

Our internal artwork, advertising, promotion and newsletter production costs and associated administrative costs are paid from the National Marketing and Branding Program Fees. These will be calculated at our cost as established from time to time.

We will place your National Marketing and Branding Program Fees together with contributions from our other franchisees in a common fund (the "Fund") to place advertising in geographic areas, in media, at times and using products and services we deem to be in the best interest of our franchisees and the GO Painting franchise system.

You recognize the value of advertising and the importance of the standardization of advertising and promotion to the furtherance of the goodwill and the public image of the GO Painting System.

The Fund will be administered by us. We will direct all regional and national marketing programs. We will have sole discretion over the creative concepts, materials, endorsements, placement, and allocation of moneys from the Fund. The Fund will be used to maintain, administer, direct, prepare, and review national, regional, or local marketing materials and programs as we will in our sole discretion deem proper. It also will be used to cover our costs of collecting and administrating the marketing fees we collect from our franchisees, including incurred legal fees. The Fund will be used to pay for joint marketing programs, including programs with our suppliers, sister corporations and co-branding partners. We are under no obligation to administer the Fund to ensure that expenditures are proportionate to contributions of franchisees for any given market area or that any franchise benefits directly or proportionately from the development or placement of marketing. We will not be obligated to expend all or any part of the Fund during any specific period of time. Upon your written request, we will provide to you the most recent annual accounting of the Fund.

The Fund may be used for marketing, advertising, public relations, production and media expenses related to promotion of the Service Marks, our franchise system and our products and services. The Fund may also be used for operational, administrative, office, rent,

automobile, and collection expenses. We will not use any part of the Fund for franchise sales, but may include references to the availability of franchises in materials produced and placed in media by the Fund.

We may create an marketing advisory board made up of GO Painting franchisees. These franchisees will make recommendations on your behalf as to types of advertising, promotion and public relations. We will use these and other recommendations which we feel are appropriate when drafting a budget and program each year for the Fund.

We anticipate that all contributions and earnings of the Fund will be expended for the advertising and promotional purposes during the taxable year within which the contributions and earnings are received. If, however, excess amounts remain in the Fund at the end of such taxable year, all expenditures in the following taxable year(s) will come first from earnings and contributions from the prior year and next out of earnings in the current year.

A. We Will Administratively Segregate Marketing Contributions. The Fund will be administered as follows:

1. We will administratively segregate all Fund contributions paid to us by our franchisees. All payments will be deposited in our general operating account; will be commingled with our general operating funds; and will be deemed to be our asset, subject however to our obligation to expend it in accordance with the terms of this Agreement.
2. We will furnish to you annual financial statements of the Fund. Our books and records relating to the Fund will be available for your inspection during our normal business hours, upon reasonable notice.
3. Although we intend the Fund to be of perpetual duration, we maintain the right to terminate the Fund. The Fund will not be terminated, however, until all monies in the Fund have been expended.
4. An accounting of Fund contribution and expenditures will be prepared annually and will be made available to you upon request. Such accounting may include an audit of the contributions to and expenditures of the Fund prepared by an independent certified public accountant selected by us, at the Fund's expense.

B. You are Not a Third Party Beneficiary of the Fund. We will have the sole right to enforce the obligations of you and all our other franchisees, who contribute to the Fund. Neither you nor any other of our franchisees who are obligated to contribute to the Fund will be deemed a third party beneficiary with respect to the Fund or have any right to enforce any obligation to contribute to the Fund.

C. We May Return Funds to You or Use Funds for Regional Co-op Programs. We will have the right to expend all, or any portion of, the Fund for the following purposes:

1. for regional or local co-op marketing or promotional programs provided, however, that such programs will be available to all similarly situated franchisees; and,

2. if in our sole judgment, you or any other franchisee is located in a geographic territory not adequately serviced by our national or regional marketing programs, we may rebate all or a portion of the Fund Payment paid by that franchisee for use by that franchisee for local marketing. Expenditures by that franchisee will be in addition to the local marketing requirements set forth in this Agreement.

D. Establishment of Marketing Programs. At any time and from time to time, we will have the right to create or modify marketing regions for the purpose of establishing regional advertising, marketing and promotional programs. We will promptly notify you and our other franchisees, of the establishment, modification and geographical boundaries of regional marketing regions. We may require all franchisees located within each geographic region to meet periodically for the purpose of creating and establishing regional marketing programs. Each franchise unit, and each unit we own and operate, will be entitled to one vote at these meetings. For the purpose of this subsection, each unit we own will be deemed to be a franchise.

If at any meeting of the franchisees in a marketing region, **65%** of the franchisees vote to contribute to a regional marketing program, all franchisees within that region will be obligated to make a contribution to a regional marketing fund in the amount established by the vote (the "Regional Marketing Fund"). No advertising region may require any franchisee in that region to make a contribution to a Regional Marketing Fund in excess of 2**%** of that franchisee's Gross Revenues.

We will administer each Regional Marketing Fund in the same manner and upon the same terms and conditions as the Fund established above. Alternatively, each Regional Marketing Fund will be administered pursuant to standards and procedures outlined in the Operations Manual by representatives elected by each region, at a meeting we call for this purpose. We will administer each Regional Marketing Fund in the same manner and upon the same terms and conditions as the Fund established above, or we may decide to have each Regional Marketing Fund administered by representatives elected by each region, at a meeting we call for this purpose.

You agree to participate in and contribute your share to the cooperative advertising and promotional programs in your advertising coverage area. The cost of the program will be allocated among franchisees in the advertising coverage area and each franchisee's share will be in proportion to its sales during the preceding 12-month period, or portion of this period, but we will not require that the aggregate of your contributions for local and cooperative advertising during any month exceed four percent of your gross receipts during that month. We will have the right to approve or disapprove the content of all advertising. Your contributions to cooperative advertising promotional programs may be taken as a credit toward the monthly local advertising and promotional expenditure required in this Agreement. "Advertising coverage area" will be defined as the area covered by the particular advertising medium (television, radio, or other medium) as recognized in the industry. In the event of a disagreement, our determination of the coverage area will be final.

E. Sales Leads/Regional, National and International Accounts. We will alert you to any national accounts we acquire which may have locations in the Territory. We will also refer to you any leads who contact us directly that are located in the Territory. We may e-mail or telephone this information to you or upload this information to our software system.

We may maintain your name on certain bidder's lists for large corporations and government agencies in order to provide you with the opportunity to expand your business in the Territory.

To the extent that we enter into an agreement to provide materials or services to any national or international account which has a location within your Territory, we may offer you the right to service that account at that location at the terms upon which we and the national or international account have agreed. If, for any reason, you elect not to service a national or international account that is offered to you, we may, in our sole discretion, service such account or appoint any other party to service that account.

This may include past, current and prospective customers with which we or one or more GO Painting franchisees have developed a relationship or standing as a preferred supplier. These may include, without limitation, customers with national, regional or multiple locations which may be located in the franchise territory of one or more GO Painting franchisees. We and our franchisees have spent time, money and effort developing contacts, expertise and relationships with these GO Painting customers that can cause certain business to be favorably secured by us and our franchisees for the mutual benefit of us and all of our franchisees. Such customers will be allocated and handled pursuant to processes and procedures outlined in the Operations Manual described in Section 5, below.

F. Obligation to Deliver Price Lists. You will deliver to us current price lists of all goods and services you sell in, at or through the Franchise. We will have the right to rely upon the accuracy of the price lists, and may use the information to advertise, market and promote the Franchise, and the goods and services you sell. At any time, you may amend, modify or change the price list by notifying us in writing. Price changes will not be effective for a period of 30 days after the notification, to enable us to modify marketing or promotional materials we use to advertise your goods or services. You will adhere to the price lists while they are effective. We may establish the prices at which you sell goods and services.

G. We May Advertise "Suggested Prices". In national or regional marketing programs, we may include "suggested prices" for the goods or services sold by you and our other franchisees. we will include within all our marketing the phrase "available at participating locations only" or other cautionary language to advise the consumer that the suggested prices may not be adhered to by all our franchisees. We may compel you to charge "suggested prices" to the extent permitted by state and federal laws and regulations.

H. Discount Programs. From time to time we may develop and market special discount or free coupon programs. You will have the right, but not the obligation, to participate in these programs. We will notify you of the creation and provisions of a discount or coupon program. Within **5** days after receipt of the notice, you will advise us whether or not you wish to participate in that program. If you notify us that you wish to participate, you will adhere to all provisions of the program. If you elect to be excluded from a program, we will have the right to advise consumers, by advertising, sales solicitation or otherwise, that you are not a participant. You will not be entitled to the benefits of that program. We will establish the discount or coupon programs in

our sole discretion, and will not have any obligation to consult or confer with you or any other of our franchisees with respect to the nature, content or amount of any discount or coupon established pursuant to any program.

We may develop and market special promotional items which will be made available to you at our cost plus a reasonable mark up. You will maintain a representative inventory of such promotional items to meet public demand. You will have the right to purchase alternative promotional items provided that alternative goods conform to our specifications and quality standards. You must fully and accurately participate in, honor, accept and redeem all promotional and marketing materials that we authorize.

When required by relevant law, you will have the right, but not the obligation, to participate in these programs. We will notify you of the creation and provisions of each program. Within **5** days after receipt of the notice, you will advise us whether or not you wish to participate in that program. If you notify us that you wish to participate, you will adhere to all provisions of the program. If you elect to be excluded from a program, we will have the right to advise consumers, by advertising, sales solicitation or otherwise, that you are not a participant. You will not be entitled to the benefits of that program. We may establish the programs in our sole discretion, and will have no obligation to consult or confer with you or any other of our franchisees with respect to the nature, content or price of any promotional item established pursuant to any program.

I. Your Obligation to Engage in Local Marketing Initiatives. In addition to your obligation to pay National Marketing and Branding Program Fees, each month you will expend in your territory market certain minimum amounts to advertise and promote the Franchise (the "Local Marketing Initiatives"). This Local Marketing Initiatives Requirement of 1% does not include the up to 2.0% paid for National Marketing and Brand Fund Fees. You will report the nature, extent and amount of these territory expenditures, in the form and at the times we require in the Operating Manual. The minimum amount each year shall be dependent upon the length of time in which you have been a franchisee as follows: i) for the first year, referred to as "Year 1" in this subparagraph, (or the balance of such year, on a pro rata basis) your Local Marketing Initiatives expenses must be at least $15,000; ii) for Years 2 and thereafter, you must expend as Local Marketing Initiative expenses the greater of 1) 1% of your Gross Revenues, or 2) $10,000.

J. Telephone, Cellular Phone and Marketing Content. You will not, without our permission, publish, promote or advertise any cell phone or landline telephone number except for the telephone number that we own in the areas where you conduct your Franchise. We may furnish you with one or more telephone numbers that will be forwarded to a call center, the use of which is a condition of your franchise license. During and after customary business hours, you shall use only the type of telephone answering service or other means of telephone answering approved by Franchisor (us). To facilitate your compliance with this condition, Franchisor may provide negotiated preferred relationships with telephone answering service providers or sales and support providers, and Franchisor may also, in its discretion, provide use of a toll-free telephone number for the GO Painting franchise system. You will not use any other telephone number(s) in relation to Franchise. You will advertise your franchise, in appropriate online or telephone directories that service your franchise area, using the furnished telephone number(s). This advertisement will be in the form and have the content specified from time to time in the Operations Manual. When more than one GO Painting facility serves a metropolitan area, classified advertisements will list all GO Painting units operating within the distribution area of the classified directory, and you will contribute your equal share in the cost of the advertisement. The expenditures for this marketing generally will be in addition to the minimum monthly local marketing requirements of this Agreement. From time to time, in our sole discretion, the Fund may be used for some or all of such marketing.

You will buy your own cellular phones for use in the Franchise. All costs associated with using and maintaining your cellular phones will be your sole responsibility. The telephone number(s) we designate is the only telephone number that may be printed on your GO Painting business cards only. Unless approved by us in writing, you will not print or use your cellular numbers on any type of publication, advertisement, signs, invoices, quotes, or any other printed matter except for your business cards. Upon termination or expiration of this Agreement, we reserve the right to acquire your cellular phones or their associated telephone numbers, and you agree to sell the phones and transfer the associated telephone numbers to us (the phones shall be valued at the phones' current market value less 20%) if we elect to acquire them. You will pay any costs or penalties due to cancellation of your cellular phones.

K. You Are to Use Local Marketing Materials We Supply. We will supply to you a Marketing Asset Library which will contain samples of marketing materials we approve. You will use only the marketing materials contained in the Asset Library, and may not, without our prior written consent, place any advertisement, in any media, which materially varies from the form and content of the approved advertisements in the Asset Library

Additionally, you will at all times during the term or any successor or renewal term of the Franchise Agreement confer to us administrator or comparable privileges for your online presence, including web page, social media, marketing affiliate

pages, directories, third party telephone or other contact accounts, and related account access and control credentials as may be more fully specified in the Operations Manual.

L. Approval of Your Local Marketing and Website and E-Commerce. You will submit to us all marketing copy and other marketing and promotional materials, public relations programs and press releases, radio and television marketing, specialty and novelty items and signs before you use them in your local marketing program. You will not use any marketing copy, public relations program, press release or other promotional material until we approve it. Your failure to conform to our provisions or requirements and subsequent non-action by us to require you to cure or remedy your failures and defaults will not be deemed a waiver of future or additional failures and defaults by you under this provision or any other provision of this Agreement.

You specifically acknowledge and agree that any web site will be deemed "marketing" under this Agreement and will be subject to (among other things) our approval. (As used in this Agreement, the term "web site" means an interactive electronic document, contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the franchised business, proprietary marks, us or the GO Painting System. The term web site includes, but is not limited to, Internet and World Wide Web home pages.) In connection to any web site, you agree to the following:

1. We will allow you to make use of a web page as part of our system-wide website.

2. You will not establish or use the web page without our prior written approval.

3. Before establishing the web page, you will submit to us a sample of the web site format and information in the form and manner we may reasonably require.

4. In addition to any other applicable requirements, you will comply with our standards and specifications for web sites as prescribed by us from time to time in the Operations Manual or otherwise in writing or on a franchisee forum intranet system.

5. If you propose any material revision to the web page or any of the information contained in the web site, you will submit the revision to us for our prior written approval.

6. You will use only approved key words, meta tags and titles pertaining to our industry. We will e-mail or respond via facsimile approved key words, meta tags and titles upon your request by e-mail or facsimile.

7. You may only offer approved products or services on your web page. Any web site changes made without our approval will put you in default of this Franchise Agreement.

8. We retain the sole right to market on the Internet, including all use of web sites, domain names, URL's, linking, meta-tags, advertising, auction sites, e-commerce, and co-branding arrangements. You will provide us content for our Internet marketing, and follow our Intranet and Internet usage requirements. We also retain the sole right to use the Service Marks on the Internet, including on web sites, as domain names, directory addresses, meta-tags, and in connection with linking, advertising, co-branding, and other arrangements. We retain the right to approve any linking or other use of our web site. You may not establish a presence on or market using the Internet except as we may specify, and only with our prior written consent.

9. If you want to independently advertise or promote in any media (including the Internet), you must obtain our prior written approval, except when using materials and media previously approved by us.

10. Subject to the terms of use on our web site, we may gather, develop and use in any lawful manner information about any visitor to the web site, including but not limited to your customers, franchisees or prospective franchisees regardless of whether they were referred to you via the web site or were otherwise in contact with you.

11. We have established or may establish in the future an intranet or comparable on-line facility. You must use it in the manner we require. You understand and agree that we may elect to provide certain assistance, deliver information and materials or otherwise communicate with you via the Internet or the intranet. At your sole expense, you will maintain and update as needed all computer system requirements and services necessary to access the Internet and the intranet in the manner we require. You are required to have DSL or other high speed Internet service to your

business or home office where you will be able to access downloads from us of marketing materials, operations manual revisions, training materials and corporate news.

2.4 **Call Center Fees**. We may provide a call center to help you manage telephone calls and text messages from your customers and potential customers and to assist you to manage your reports. If it is provided by us, you will pay to us the reasonable cost for this service. Costs for text message response and forwarding services, when such services become available, will be at a rate established by our vendor, or at a rate communicated to you in advance of the commencement of such services. Use of a Franchisor-provided toll free line shall incur additional fees of $20 per appointment for appointments set on the toll-free line, and an additional $1.20 per minute for other sales and support services rendered in connection with any toll-free line. We reserve the right to adjust this payment as our costs for running the Call Center service either increase or decrease.

We may require that these payments be made by automatic account withdrawal or other automatic processes we reasonably specify in the Operations Manual, such as automatic pre-authorized payment plan, electronic funds transfer or the Internet. You agree to execute all documents required to comply with this provision.

You acknowledge and agree that we may shut down your access to our Call Center and all related services and technologies if you fail to make timely payment of service, royalty, or other fees or otherwise breach this Agreement.

If we are not providing a call center directly, we may designate approved or required providers for such services, which you agree to use at their then-current rates.

2.5 **"Revenue" Defined**. "Revenue" means all receipts generated by the Franchise from any source, including, but not limited to, sales, rentals, vending, exchanges, repairs, services, labor, service charges, service contracts, any other type of remuneration, gift, contra-deal, barter of products or services, charity, payment in kind, or any other benefit or value that is received or deferred to be received, and excludes discounts, refunds and sales taxes. Credit transactions will be included in Revenue as of the date of the transaction without deduction for uncollected credit accounts. The proceeds from any business interruption insurance or eminent domain recovery you receive will be included in "Revenue." "Gross Revenue" means the total Revenue for any calendar period as relevant.

2.6 **You Will Pay Taxes and Indebtedness**. You will pay all taxes, assessments, liens, encumbrances, accounts, and other debts, regardless of their nature, assessed against you, the Franchise, or inventory, materials, and equipment used in the Franchise. Payment will be made when due and before delinquent except when being contested in good faith by appropriate proceedings. If we are charged with any tax by the authorized taxing authority of any state or political subdivision, including taxes on sales made to or licenses granted to you, or sales made by you through the Franchise you will pay these taxes. You will pay to us promptly and when due the amount of all sales taxes, personal property taxes and similar taxes imposed upon, required to be collected, or on account of collection by us of the Initial Franchise Fee, the Royalty Fee, or any other payments you make to us pursuant to this Agreement.

You acknowledge that one of the benefits accruing to you and all of our other franchisees is the economy of mass purchasing power made available through us. Your failure to pay or repeated delay in making prompt payment in accordance with the terms of the invoice or statements rendered to you for payments due, or misdirection of supplies or other abuses will result in a loss of credit standing and goodwill and a loss of benefits derived to us and other franchisees using the GO Painting System. You expressly agree to promptly make all product purchase payments on invoices and statements rendered to you in accordance with the terms of the invoices and statements and to make timely remittances of rent as required on your lease.

2.7 **Royalty Fees, National Marketing and Branding Program Fees, Local Marketing Initiative Expenditures, and Other Sums to Be Paid Promptly**. You will not set off any claim for damages or money due to you from us against any payments to be paid by you to us under this Agreement or any related agreement between the parties. No endorsement or statement on any check or payment of any sum less than the full sum due from you to us will be construed as an acknowledgment of payment in full or as an accord and satisfaction. We will have the right to accept any check or payment without prejudice to our rights to recover the balance due or to pursue any other remedy available to us.

Upon your failure to pay us as and when due, we may, at our election, deduct the unpaid sums from any monies or credit we hold for your account. You agree that you will not withhold payment of any amounts due to us on the grounds of any alleged non-performance by us, or in the event of any dispute or a claim by you, or for any other reason whatsoever.

A late charge will be added to any sums to be paid under this Agreement that remain unpaid after the date due. The late charge will equal **1.5%** per month. In addition, late payments and late reports will be subject to a late payment penalty of $10 per day. These late

charges and late payment penalties will not exceed any limits placed upon late charges and late payment penalties by applicable local laws.

Our acceptance of late charges will not constitute a waiver of the breach created by your non-payment of any amount when due. Notwithstanding the payment of any late charges, we may exercise any rights or remedies granted by this Agreement upon your breach or any rights or remedies otherwise granted by law.

Nothing contained in this Agreement obligates us to accept any payments after due or to commit to extend credit to or otherwise finance your operation of the Franchise. You acknowledge that failure to pay all amounts when due will constitute grounds for termination of this Agreement.

2.8 **Records**. You will keep a complete and accurate set of books and records of the operation of the Franchise, produce monthly financial statements in accordance with generally accepted accounting principles and practices for each calendar month and furnish copies of these statements to us within **30** days after the end of each quarter.

You will furnish to us, as outlined in the Operations Manual, an itemized report of the Gross Revenue and of your profit and loss for the prior month. This report must be certified by you to be true and correct. The report will be in the form and will include such supporting documentation as we may reasonably demand from time to time. All Royalty and National Marketing and Branding Program Fees due based upon the Gross Revenue for the preceding month will accompany the report.

You will keep records of all business done and Revenue received through the Franchise. These records will include, but are not limited to, order sheets, cash register tapes, sales and rental agreement forms, daily sales summaries, tax returns, financial statements, and invoices. You will date, file in consecutive order, retain for a period of **5** years, and make available to us for inspection and audit all of your records.

Our right to inspect will include, within 10 days of our request, the right to examine your books, tax returns, banking or other financial institution statements, and records of other businesses owned, in whole or in part, or operated by you to determine whether all revenue to be reported by you has been properly reported and that appropriate fees and contributions have been paid. We may establish a uniform list of accounts and a uniform bookkeeping system for all of our franchisees. You agree to maintain your books and records in the manner we require.

You will submit to us a list of all shareholders, members, partners or other owners of the franchise business and the respective interests held by each as of the end of each fiscal year. Provided, however, if your shares are publicly traded, the list of shareholders required will include only those owning **5%** or more of the shares outstanding. The required report will be submitted to us within **90** days after the end of your fiscal year.

2.9 **Audits**. We may audit your reports, books, statements, business records, cash control devices, and tax returns at any time during normal business hours. Audits will be conducted at our expense unless you understate the Gross Revenue for any reported period or periods by more than **2%** or unless you fail to deliver any required report of Gross Revenue or any required financial statement in a timely manner. In the event of an understatement or failure to deliver, you will reimburse us for all audit costs. These will include, among other things, the charges of any independent accountant and the travel expenses, room, board, and compensation of our employees incurred in connection with the audit. You will immediately pay all Royalty Fees, National Marketing and Branding Program Fees, Local Marketing Initiative expenditures and late payment charges that the audit determines are owed. These payments will not prejudice any other remedies we may have under this Agreement or by law. Our right to audit will include the right to examine the books, tax returns and records of other businesses that you own or operate, in whole or in part, to determine whether all revenue to be reported by you has been properly reported and that appropriate fees and contributions have been paid.

2.10 **You are to Pay all Franchise Costs**. All the costs of the Franchise, including opening and operating costs, will be your sole obligation. We will have no costs, liability or expense whatsoever with respect to your opening and operation of the Franchise. You will not use or employ the Service Marks in performing any activity or incurring any obligation or indebtedness in a manner that could result in making us liable for them. You are responsible for any employee wages and compensation, payroll taxes and other required withholding, worker's compensation and benefits. You will control your own employees and contractors. You will take all steps necessary to maintain a safe and healthy environment for your workers and customers.

2.11 **Attendance at Conventions**. We may hold conventions for the franchisees that make up our franchise system. These conventions may be held at a different location each time. They include programs on sales and marketing techniques, performance specifications, marketing programs, training suggestions, and committee elections, among other things. **Your attendance at each convention is required.** You will bear all expenses of attending, including registration fees, travel, lodging,

meals and entertainment. For any annual convention that you do not attend, we will deliver to you and you will pay us for all training materials, documentation, handouts, training videos, and video recordings of the activities of the convention. The price for the training materials, documentation, handouts, training videos, and video cassettes for each annual convention will be established by us from time to time but will not be less than **$500.**

The payment for attendance at the convention shall be $350 to be paid upon invoice, up to six months prior to the event, and paid pursuant to your authorized method of payment on file at the time of invoice. Should you fail to attend, an additional $150 shall be due and paid upon invoice within 30 days following the event. Such amounts may change, upon delivery of 30 days' written notice to you.

2.12 **Application of Payments**. We have the right, in our sole discretion, to apply any payment from you to any past due indebtedness you owe to us or our affiliates, whether from monthly fee payments, purchases, late payment charges, or for any other reason. This section will apply regardless of how you may designate a particular payment is to be applied.

For the purposes of this Agreement, and all other instruments and agreements relating to it, we will have the right to treat any payment received from you as payment on account. We may apply any monies received from you in the following priority:

a) to the payment of any sales or use taxes required to be paid in connection with any dealings between you and us pursuant to this Agreement;

b) to the payment of interest on overdue amounts;

c) to the payment of accrued late charges;

d) to the payment of overdue or outstanding amounts;

e) to the payment of current Royalty Fees;

f) to the payment of current National Marketing and Branding Program Fees;

g) to the payment of the purchase price for all or any items you purchase from us or GO Painting Suppliers, and

h) to the payment of rent and any other amounts payable by you to us,

in any order that we, in our discretion, decide and notwithstanding any contrary designations by you as to the application of your payments.

2.13 **Method of Payments**. We have the right, in our sole discretion, to establish approved methods of payment, and require that you have a current payment method on file with us and pre-authorized to process payments of all amounts coming due under this Agreement. The approved or available payment methods may varyand will be available to you for updating and verification through the Operations Manual and the operations software. At all times you are required to have current account information for an approved payment method on file with us, as a condition of your franchise.

3 TRAINING

3.1 **Mandatory Training**. We will provide a one-week mandatory training course for you at a location we will designate, currently held virtually, in part, and in Salt Lake City, Utah. This training course will cover all aspects of the operation of the Franchise, including use of our computer software and reporting systems, estimating, sales techniques, marketing plans and techniques, administration and bookkeeping controls, service methods, deployment of labor, and maintenance of quality standards. You or the manager will complete the course no later than **2** weeks before opening the Franchise for business and within 3 months of the date of this Agreement.

You must ask us to schedule a training session for you or the manager at least **35** days before the session is to start. You or the manager must complete this mandatory training program to our exclusive satisfaction or we may terminate this Agreement upon refunding all of the Initial Franchise Fee. You are encouraged to begin training before incurring any costs or expenses related to the planned opening of the Franchise. We will not be liable for any costs or expenses you incur if we terminate this Agreement because you or your manager fails to satisfactorily complete the mandatory training course.

You will pay the transportation, board, and lodging expenses you or the manager incur related to this training, including transportation, meals, accommodations and entertainment. The training course will be not less than five days at our training center. Training and training materials may be delivered in the formats or media we choose. This may include course books or training exercises on paper, videoor other electronic format, via web cast or an intranet. You will participate in and pay for the training, including costs of computer equipment and internet services needed to participate.

You will bear all costs of the training, including a reasonable training fee at our then current rates. Each of your employees will complete a training program as prescribed in the Operations Manual. All training programs for your employees will be conducted under the direction of you or your designated manager who has successfully completed the mandatory training course.

Individuals:

If you will be operating your franchised business as an individual, we strongly recommend that you devote your full time and best efforts to the day-to-day operation of your franchised business with no operational or management commitments in other businesses except other franchises offered by us. You may, however, continue to own such other businesses, (if any), in which you are engaged as of the date of this Agreement that are family owned. If you continue to operate other businesses, you must employ separate personnel for the businesses, market services under one or more trading designations separate from the Service Marks, maintain separate offices and customer reception space and have the personnel related to such other businesses wear apparel that does not feature any of the Service Marks.

Partnerships:

If you will be operating your franchised business as a partnership, one or more partners must participate in the actual day to day operation of your franchised business.. The partner or partners who are in charge of running your franchised business must have successfully completed our training course.

Corporations, Limited Liability Companies:

If you will be operating your franchised business as a corporation, limited liability company, or other legal entity, you must have in your employ a general manager. This general manager can be you, any member of your board, an officer of your corporation or member of your limited liability company. The general manager who is in charge of running your franchised business must have successfully completed our training course.

Managers/Training:

No matter what form of business you decide to use, the person assigned to running the day-to-day operations of the business must have completed our training course. Anyone in your employ who is a manager or crew leader of your franchise operations must also have completed our required training course.

3.2 **Supplemental Training**. At your option and upon not less than **35** days' prior written notice to us, you may receive additional training at our training center or at other agreed upon locations. All expenses of this training will be borne by you, including but not limited to your or our travel, lodging, meals, compensation, and our reasonable costs and expenses including a reasonable training fee at our then current rates.

This additional training consists of visits to our franchises, work experience, and observation of franchise operations. The duration of training is negotiable depending upon your needs. You will not receive any compensation for services rendered by the trainee during this or any other training. We may designate qualified franchisees or master franchisees to conduct some or all of your training.

From time to time we may provide refresher training programs or seminars and may require that you or your managers attend and complete them to our satisfaction. These programs and seminars will be held at locations we designate and will be provided without charge to you. You will be exclusively responsible for paying all travel, living and other expenses and compensation of attending these programs and seminars. Each year, you or the designated managers of your Franchise will be required to attend up to **20** hours of programs and seminars, depending upon program and seminar availability. In addition, we may deem it appropriate or necessary to provide additional training and supervision to you and your managers and employees at your franchise location. If so, you will fully participate in and complete this additional training and supervision, including additional or revised training programs and

processes that may be added to the Operations Manual in the future. We may charge a reasonable Training Fee for these additional training sessions.

Should you request additional on-site training, you agree to pay an Additional On-Site Training Fee of $2,500 per day, and to additionally reimburse us for our actual out-of-pocket costs associated with providing such training. Such training will be scheduled upon reasonable (no less than 35 days) notice to us, and will be set within a reasonable time of your request.

4 COMMENCEMENT OF OPERATIONS

4.1 **Time to Complete Training and Commence Operation**. You or your manager will complete to our exclusive satisfaction the mandatory training defined above, find a site location that is acceptable to you and approved by us, and commence full and continuous operation of the Franchise within **90** days after execution of this Agreement. Prior to commencing operation, you will procure all necessary licenses, permits and improvements and purchase initial inventory. Any failure to commence operation caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a period of time that is reasonable under the circumstances.

If this training, site location and commencement of operation obligation is not fulfilled, we may, in our discretion, terminate this Agreement by refunding not less than **one-quarter** of the Initial Franchise Fee.

4.2 **You Are to Obtain Permits and Licenses**. Prior to commencing business operations, you will obtain all local permits and licenses necessary to operate the Franchise, including relevant contractor licenses. You will comply with all of the provisions of all other applicable federal, state or local statutes, rules or ordinances.

5 FRANCHISE STANDARDS OF OPERATION

5.1 **Operations Manual, Minimum Inventory, Supplies, Plans and Specifications, and Public Relations**. Our industry is highly competitive. Continuous efforts to maintain, update and improve the GO Painting System are essential. The developments we will make for the benefit of our franchise system as a whole are contemplated throughout the term of this Agreement. The continuous development of the GO Painting System in this manner is an important and beneficial aspect of the relationship you want to have with us. We agree to lend to you a copy of or otherwise provide online access to the **GO Painting** Operations Manual once you have paid to us the Initial Franchise Fee, in full. The Operations Manual describes the GO Painting System, including specifications, standards, operating procedures, accounting and bookkeeping methods, marketing ideas, inventory requirements and control techniques, plans and specifications, service requirements, co-branding requirements, public relations and other rules that we may prescribe from time to time and identify as part of the Operations Manual. Among other things, the Operations Manual may contain information, requirements and standards related to:

- Planning and consulting
- Site selection assistance
- Permitting assistance
- Hiring and employee management training and assistance
- Equipment standards and assistance
- Proprietary computer programs for estimating, point of sale, marketing, accounting, scheduling and reporting
- Inventory management assistance and training
- Written operations standards and assistance
- Initial and ongoing operational training
- Management and employee training
- Marketing and advertising
- Standards, ongoing training and ongoing support
- Insurance guidance and standards
- Approved vendors
- Specifications for vehicles, automobile insurance, and computer hardware and software

The Operations Manual includes materials in whatever form (including electronic) we provide to you that describe the guidelines, advice, and requirements regarding the operation of your franchise, including user manuals and related instruction materials. It includes amendments, supplements, and new documents made and identified by us as part of the Operations Manual. The Operations

Manual may be delivered to you by hard paper copy, internet or other downloading mechanism to your computer or via another medium chosen at our discretion.

For avoidance of confusion, the Parties state and agree that Franchisee's compliance with the Operations Manual is a continuing condition of the franchise license from Franchisor; however, the terms of the Operations Manual are not terms of this Agreement. Compliance with the terms of the Operations Manual comprise a condition to the continued license of the franchise, and include such terms as may be contained in the aforesaid manual as of the date of the Franchise Agreement, together with updates thereto as may, from time to time, be provided by Franchisor to Franchisee.

The Operations Manual is and will remain confidential and our exclusive property. You will not disclose, copy or duplicate any part of the Operations Manual for any reason. Nothing in this Agreement may be construed as an incorporation of the terms of the Operations Manual or as making the Operations Manual part of this Agreement. The Operations Manual, in part, may consist of confidential:

A. manual or manuals, and

B. any Intranet or password protected portion of an Internet site, and

C. any other embodiment of the Methods of Operation, including notices of new standards and techniques including all media identified by us as part of the Operations Manual, and

D. any amendments, supplements, derivative works, and replacements; whether embodied in electronic or other media.

We develop minimum requirements for service, estimating, products, supplies, stationery, business forms, advertising, plans and specifications, materials and signs, among other things. These requirements are outlined in the Operations Manual. You will purchase all initial inventory items and additional items specified from time to time in the Operations Manual. We may amend the Operations Manual, including changes which may affect minimum requirements for your franchise operations. You will strictly adhere to the requirements of the Operations Manual as we amend it from time to time. You will implement immediately all changes at your cost, unless we otherwise specify. We reasonably may restrict you from producing, stocking, and selling certain services and goods, from time to time, as specified in the Operations Manual.

You must purchase items that bear the Service Marks from us or suppliers we approve from time to time. Proprietary items and supplies may be private labeled by us.

We retain the right to make a reasonable profit on any items, supplies and materials you buy from us. We may also make a reasonable profit on supplies we purchase in bulk quantities and sell to you.

We may obtain money, goods, services, or other benefits from persons and entities with which you do business, on account of that business with you. These may include rebates, refunds, commissions, co-operative payments, or discounts. Such benefits or funds will be received and used for purposes as may be deemed desirable in the discretion of Go Painting The uses to which Go Painting may put such funds may include such uses as providing supplemental training or offering promotional services to Go Painting franchisees.

There are no required quotas as to quantity of purchases you must make from us or from approved vendors. You must only have enough supplies on hand to meet customer demand. If you elect to purchase equipment, inventory, and supply items from us at our then current prices, payment must be made when you place your order. The items we offer may include among other things equipment, merchandise, and supplies that bear the Service Marks. You may offer these Trademark bearing items only through the Franchise.

Any products and goods sold, licensed, or leased by or through us to you will be sold, licensed, or leased in accordance with the terms expressly set forth in the Operations Manual or as otherwise provided for in writing by us or the manufacturer of the products and goods. **EXCEPT AS EXCLUSIVELY SET FORTH IN WRITING AND SIGNED BY US, WE MAKE NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND GOODS, AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT RESTRICTED TO, THE IMPLIED WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. UNDER NO CIRCUMSTANCES WILL OUR LIABILITY IN CONNECTION WITH ANY PRODUCTS OR GOODS EXCEED THE DOLLAR AMOUNT OF THE PURCHASE PRICE OR LICENSE FEE PAID BY YOU FOR**

THE PRODUCTS OR GOODS. IN NO EVENT WILL WE BE LIABLE TO ANY PARTY, INCLUDING BUT NOT LIMITED TO, YOU AND YOUR CUSTOMERS, FOR ANY TORT DAMAGES OR INDIRECT, SPECIAL, GENERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS AND LOSS OF GOODWILL, ARISING IN CONNECTION WITH THE USE (OR INABILITY TO USE) THE PRODUCTS OR GOODS FOR ANY PURPOSE WHATSOEVER, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF POTENTIAL LOSS OR DAMAGES.

We will not be liable to you if we are unable to deliver equipment, inventory or supply items to you because of any loss, damage, or delay caused by strikes, riots, fire, insurrection, war, elements, embargoes, failure of carriers, inability to obtain transportation facilities, forces majeure, acts of God or of the public enemy, or any other cause beyond our control.

You will purchase all products, supplies and materials required for the operation of the Franchise from manufacturers, suppliers or distributors approved by us. All specifications that we require of you and lists of approved suppliers will be included in the Operations Manual. We will use our best judgment to set and modify specifications in order to maintain the integrity and quality of the franchise system. You specifically agree that as a condition to your continued use of the license granted to you pursuant to this Franchise Agreement, during and after customary business hours you will use only the type of telephone answering service or other means of telephone answering approved by us as the Franchisor. Preferred vendor rates and relationships may be negotiated by us from time to time, and you agree to enter into such agreements as may be necessary to avail yourself of such approved and preferred telephone answering services and to satisfy the condition to use an approved telephone answering service. You additionally agree, as a condition to your continued use of the license granted to you pursuant to this Franchise Agreement, during and after customary business hours you will use only the type of text messaging service or other means of instant or text messaging as approved by us as the Franchisor. To appropriately respond to and administer customer inquiries, you will establish procedures for responses to customer inquiries via text message or chat message, by use of a service approved by Franchisor ("Text and Chat Services"). The Text and Chat services shall be available to, and apply to, the authorized telephone number(s) in use by you, which you have conditionally assigned to Franchisor, and over which you have authorized Franchisor to control and manage. In responding to and administering customer Text and Chat Services, any text message or chat message exchange (a "Conversation") conducted through the Company website (chat) or through a text-enabled telephone line (text) initiated by a lead or by an individual expressing an interest in Company (a "Customer"), and wherein the text or chat exchange continues without a lapse in time between the last message or response by Provider and the Customer's last message that is greater than six hours shall be considered a Conversation. For any exchange with a Customer where the Customer's response comes after greater than six hours since the last message or text by Provider, the first Conversation shall be deemed to have ended, and the new Customer response initiates a new Conversation. Franchisor, or its designated vendor, may provide the Text and Chat Services. Subject to change upon 30-day written notice to you, the rates and fees for Text and Chat Services that shall be due and owed comprise: i) a fee of $2.50 per Conversation per Chat or per Text Conversation; and ii) such other fees as may be established and delivered to you, effective following 30-days prior written notice.

You must sell, offer for sale, distribute or deliver only such services or products that meet the specifications and standards of quality and quantity in the Operations Manual. You must sell or offer to sell all approved items and services. You must refrain from deviating from our standards and specifications and must discontinue selling or offering for sale any such items as we may, in our discretion, disapprove in writing at any time.

You agree to offer the warranty program we set out in the Operations Manual. You will promptly notify us of any warranty claim and will commence all work within a reasonable timeframe. All warranty work must be performed pursuant to the Operations Manual and under the GO Painting marks. You will pay all costs and expenses incurred from warranty claims related to work you originally perform and have negotiated any acquisition of any previous customer relationships both for future sales, but also understanding your assumed liability for warranty claims for previously performed work. Your acquisition of the Territory has contemplated any such assumed liabilities and accounted therefor in the negotiation of this Agreement.

With advance written notice, you may request our approval to obtain products, supplies or materials from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples, and other data to allow us to determine whether the items from these other sources meet our specifications and standards, as established from time to time. These specifications and standards will relate to quality, taste, texture, composition, absorbency, strength, finish and appearance, and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability necessary for efficient operation. We may require that samples from any supplier be delivered to a designated independent testing laboratory for testing prior to approval and use. You will reimburse us for the actual cost of the tests. We will license any supplier that can meet or exceed our quality control and confidential formula requirements and standards, for a reasonable license fee, to produce and deliver products to you but to no other person. Our confidential manufacturing requirements, equipment, designs, systems and formulas will be disclosed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy and

reputable; has the capacity to consistently adhere to our standards, requirements and testing procedures; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply your reasonable needs. We may require a Confidentiality and Non-Disclosure Agreement signed by the proposed supplier prior to release of any confidential information. We will not unreasonably withhold approval of a supplier you propose. We will notify you in writing of the approval or disapproval of any supplier you propose within 30 days of our receipt from you of your written notice of request for approval.

From time to time we or our agents may inspect any proposed or approved manufacturer's, supplier's, or distributor's facilities and products to assure proper production, processing, packaging, storing, and transportation. Permission for inspection will be a condition of our continued approval of any manufacturer, supplier, or distributor. Should we determine from any inspection that a manufacturer, supplier or distributor fails to meet our specifications and standards, we will give written notice describing this failure to you and to the manufacturer, supplier or distributor, together with a notice that unless the failure or deficiency is corrected within **30** days, the manufacturer, supplier or distributor will no longer be approved.

One of the benefits accruing to you and all our other franchisees is the economy of mass purchasing power made available thro ugh us. Your failure to pay or repeated delay to make prompt payment in accordance with the terms of the invoices and statements for payments due on your purchases of signs, equipment, products, supplies and other inventory items, or you misdirection of supplies or other abuse of our approved suppliers, distributors and manufacturers, will result in a loss of credit standing and goodwill and benefits otherwise available to us and our other franchisees. You expressly agree to promptly pay all such invoices and statements in accordance with their terms.

5.2 **Standards to Be Maintained**. You will follow the GO Painting System and maintain standards for products and service that we prescribe.

A. You will operate the Franchise in a clean, orderly, and respectable manner in strict compliance with this Agreement and the Operations Manual. You will only use signs, equipment, materials, products, inventory, plans and services that conform to our specifications to conduct the franchise.

You may only use approved vehicles which are free of any rust and dents. You will wash your vehicles at least once every two weeks. Your vehicles will only be used for Franchise purposes including positive advertising and will not be used for any other reason that could harm the GO Painting system, brand, or Marks. We must approve the vehicles you use for your Franchise. You will maintain your vehicles in good repair and operating condition. You will adhere to our vehicle requirements and standards, including our requirements for the purchase of new vehicles.

B. You will maintain signs approved by us on the Franchise Premises (if at an office site or commercial location) and on vehicles you use in your franchise operations and to identify locations where you are conducting franchise services. These signs must comply with local sign ordinances, regulations and laws. The signs will describe you only as a franchisee operating pursuant to this Agreement. You will apply only decals and logos approved by us on your vehicles, signs and equipment. You will keep your signs clean and legible and free of tears, paint problems, punctures, cuts, and graffiti.

C. We may inspect the Franchise at reasonable times to verify your compliance with the terms of this Agreement. To do so, we may:

1. Inspect the Franchise;

2. Observe your operation of the franchise business for any consecutive or intermittent periods we deem necessary;

3. Select items, products and other materials, services, equipment and materials, operations and supplies for test of content and evaluation purposes to make certain that they are satisfactory and meet our quality control provisions and performance standards;

4. Interview your personnel, customers, vendors and co-branded partners; and

5. Inspect and copy any books, records and documents related to the operation of the franchise and any other franchise information we may require.

6. Hire a third party "secret shopper" or present ourselves as a customer without disclosing our identity for the purpose of evaluating the quality of products, services, and experience you offer. We may do this no more than three times a calendar year and for a total cost of no more than $125.00 per evaluation event.

You and anyone acting as your agent will cooperate fully with us and our agents in connection with these inspections, observations, and interviews. You expressly waive any rights of privacy or confidentiality you have with your personnel, customers, vendors and co-branded partners in reference to these inspections, observations and interviews.

D. You will comply with all applicable ordinances, regulations, bylaws, laws, and statutes. You will not permit unlawful activities through the Franchise and will not sell, exchange, offer, hold, show, rent, or permit to be sold, exchanged, offered, held, shown, or rented any material or service you know or reasonably suspect to have been obtained in violation of law or to be otherwise illegal.

You will secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and will operate the Franchised Business in full compliance with all applicable ordinances and regulations, including without limitation, all government laws and regulations relating to occupational hazards and health, EEOC laws, Americans with Disabilities Act, relevant wage and hour laws and related laws and regulations from your local department of labor including FLSA laws, copyright laws protecting owners of artistic works, consumer protection, trade regulations, workers compensation, unemployment insurance and withholding, and payment of federal and state income taxes, social security taxes and sales, use and property taxes.

E. You will not sell or dispense any products or services or activities other than those we specifically recognize and approve in writing.

F. After we have delivered to you written notice of default or violation of this Agreement or notice of specific actions, omissions, or instances of neglect or misguidance, we may employ professional shopping services to monitor your compliance with this Agreement. You will repurchase merchandise and otherwise fully reimburse these shopping services for goods, services, and other items they receive, lease, or buy from you in the process of verifying compliance, including reasonable travel and time costs (currently $35 per hour). You will hold us harmless from any such charges incurred by any shopping service. We will pay all other charges made by the shopping services.

G. You, at your expense, will maintain the Franchise and your vehicles, equipment and furnishings in good repair, attractive appearance, and sound operating condition in compliance with the Operations Manual. At our request, you will make necessary repairs in order to maintain uniform appearance and to protect the reputation of the Service Marks. You will commence all repairs and changes within a reasonable time after notice from us, and you will proceed with due diligence until completion.

If you do not maintain the Franchise or your vehicles as required, after notice to you, we at our option, may make the necessary maintenance and repairs and charge the cost to you. If we make or direct the making of repairs, we will not incur any liability to you, including but not limited to, liability for interruption of your business during the course of making the maintenance and repairs.

H. You will keep your franchise open for business every business day of the year, except holidays we designate, during the hours specified or approved in writing by us. For clarification, we currently consider active communication by you or your designated representative (if you are unavailable) with the Call Center as satisfying this "open for business" requirement. We may change these requirements from time to time as designated in the Operations Manual.

I. At all times you will ensure that your copy of the Operations Manual and any other manuals given to you are kept current and up to date with the amendments and updates we provide to you. In the event of any dispute as to the contents of the Operations Manual, the terms of our master copies maintained at our principal place of business will be controlling.

J. If you fail to complete or repair a job up to the quoted estimate and job description, we may, at our sole discretion and in order to protect our brand and system reputation, complete or repair the job to the quoted estimate and description. You will bear 100% of the expense and cost of any and all remedial action we take to complete or repair the job, which costs and expenses may exceed the quoted estimate.

5.3 **Service Marks, Operations Manual, Customer Database, and GO Painting System Are Our Exclusive Property**. You agree that the Service Marks, Operations Manual, Customer Database, and GO Painting System are our sole and exclusive property, as is all content entered by you into all Software provided to you by GO Painting (which content is deemed a

work made for hire and is created by you for the sole benefit of GO Painting). Except for the Franchise granted to you by this Agreement, nothing in this Agreement or any other agreement will give you or others any right, title, or interest whatsoever in or to the Service Marks, Operations Manual, or GO Painting System. Your license to use the Service Marks is non-exclusive. We, in our sole discretion, may operate under the Service Marks and may grant licenses to others to use the Service Marks on any terms and conditions we deem appropriate. In those states and nations where applicable, you agree to execute on request all documents necessary to record you as a registered user of the Service Marks. You will not use the Service Marks as part of any electronic mail address or in any electronic mail message except in accordance with the Operations Manual and only for purposes of the franchise.

You will immediately notify us of any infringement of, or challenge to, your use of the Service Marks or any marks identical to or confusingly similar to the Service Marks, including any claims of infringement or unfair competition. While we will make reasonable efforts to protect your rights to use the Service Marks, we will have sole discretion to take or not to take action, as we deem appropriate. If we undertake the defense or prosecution of any litigation or administrative action involving you or any litigation or administrative action involving the Service Marks or the GO Painting System, you agree to execute any and all documents and to do all acts and things that in the opinion of our counsel are necessary or advisable to carry out the defense or prosecution. This may be done either in our name or in your name, as we will elect. We will not be required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the Service Marks or if the proceeding is resolved unfavorably to you. Instead, at any time, you will modify or discontinue use of any franchise names or Service Marks, or will use one or more substitute names or marks, if we so direct in writing at any time. Our sole obligation in this event will be to reimburse you for your tangible costs in complying with our direction (i.e., cost of changing signs, stationery, etc.). Under no circumstances will we be liable to you for any other damages, costs, losses, rights, or detriments related to any modification, discontinuance, or substitution. All obligations or requirements imposed upon you relating to the Service Marks will apply with equal force to any modified or substituted names or marks.

You will not contest, directly or indirectly: our ownership, title, right, or interest in the Service Marks, the Operations Manual, the Customer Database, or the GO Painting System; or our exclusive right to register, use, or license others to use the Service Marks, Operations Manual, and GO Painting System. You will not advertise or use the Service Marks without following our then current guidelines and requirements. These may include, but will not be limited to, the placement of appropriate © or ® copyright and registration marks, or the designations TM or SM, where applicable.

Any and all goodwill associated with the Service Marks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our benefit, except as otherwise provided by applicable law. You appoint us as your agent and attorney-in-fact to amend or cancel any registered user or business name filings obtained by you or on your behalf that involve or pertain to the Service Marks.

You will not use the Service Marks on products or services that come from any source other than us or sources we approve in writing except for products you prepare or produce pursuant to the Operations Manual and the GO Painting System.

We make no representation or warranty, express or implied, as to the use, exclusive ownership, validity or enforceability of the Service Marks.

We and you will use reasonable best efforts to continuously improve the products, processes and services used in the GO Painting System and to develop new products, processes and services for use as part of the GO Painting System. All the improvements, inventions and developments you make, develop or create for use in the GO Painting System will be our property and we alone will hold any patent, trademark registration or other form of protection for those improvements, inventions, developments, processes, methods and practices.

5.4 **You Will Not Use Names or Marks in Combination**. Except as provided in this Agreement, you will not use or give others permission to use the Service Marks, or any colorable imitation of them, combined with any other words or phrases. You and your owners, officers, and agents will not form or participate in the formation of any company, firm, corporation, or other entity having a name containing the words of the Service Marks. You may not combine or associate any name or symbol of the Service Marks with any other name or word in any advertising or sign. The Service Marks must be used in exact conformity with specifications we set in the Operations Manual.

5.5 **Service Marks, Operations Manual, and GO Painting System May Be Changed**. You acknowledge that the Service Marks, Operations Manual, and GO Painting System, including any future amendments or modifications to them, have substantial value, and that the conditions, restrictions, covenants not to compete, and other limitations imposed by this Agreement

are necessary, equitable, and reasonable for the general benefit of you, us, and others enjoying any lawful economic interest in the Service Marks, Operations Manual, and GO Painting System.

We may change or modify any part of the Service Marks, Operations Manual, or GO Painting System from time to time at our sole discretion. You will accept, use, and protect, for the purposes of this Agreement, all changes and modifications as if they were a part of the Service Marks, Operations Manual, and GO Painting System at the time this Agreement is executed. You will bear all costs and expenses which may be reasonably necessary as a result of such changes or modifications. Under no circumstances will we be liable to you for any damages, costs, losses, or detriments related to of these changes or modifications.

Complete and detailed uniformity of the Service Marks, Operations Manual, and GO Painting System under the varying conditions to be experienced by our franchisees may not be possible or practicable. Therefore we reserve the right, at our discretion, to accommodate your special needs, or those of any other of our franchisees. These needs may result from the peculiarities of a particular site or location, density of population, business potential, population of trade area, existing business practices, requirements of local law or local customers, landlord requirements, or any other condition which we deem to be important to the successful operation of the franchisee's business. From time to time, we may allow certain franchisees to depart from normal system standards and routines to experiment with or test new products, equipment, designs, and procedures. In no event will any variance or testing be deemed a waiver of any of our rights, or an excuse for you to not perform any of your duties under this Agreement. We may require you at any time to commence full compliance with the Operations Manual and the GO Painting System. We will not be required to grant any variance to you under any circumstances. You will not require us to disclose or grant to you a like or similar variation.

5.6 **Standard Uniform**. You will require that all of your employees wear a standard uniform as described in the Operations Manual. All uniforms will be properly laundered regularly and replaced when worn. We may change the standard uniform from time to time. You agree to adopt new uniforms and replace worn uniforms when necessary and bear the purchase price of them.

5.7 **Employees**. You will ensure that your employees present a neat and clean appearance and render friendly, efficient, sober and courteous service to your patrons in accordance with the grooming and training requirements of the Operations Manual, which may include background checks and drug testing standards. You are responsible for any employee wages and compensation, payroll taxes and other required withholding, worker's compensation and benefits. You will in no way obligate us for expenses incurred in the operation of your franchise including labor costs. You are required to hire and maintain sufficient staff in order to handle customer volume at all times.

You are responsible for making sure your employees meet the standards, specifications and procedures outlined in the Operations Manual. You will hire only efficient, competent, sober and courteous employees for the conduct of the franchise business. You may not hire any employees who have been found guilty of any charges of fiduciary misconduct, any form of unlawful sexual conduct, any felony of any kind, or any similar charges that reflect negatively on the person's moral turpitude and character. All revenues generated under this Agreement from all business activities of the Franchise must be paid directly to you. *Your Employees and Associates are not permitted to receive or request payment directly from your customers or clients to them in their personal names or capacities.*

5.8 **You Will Not Communicate Confidential Information**. You specifically acknowledge that you will receive valuable specialized and confidential information, including information regarding our operational, sales, promotional and marketing methods and techniques, operating procedures, processes, practices, lists of suppliers, customer lists, manuals, marketing and sales techniques and strategies, and the GO Painting System. Unless required by court order or applicable law, you agree not to copy, download to internet, intranet, modem, fax, e-mail, mail or send any confidential material or divulge any material directly or indirectly to any other person or enterprise outside of the GO Painting System. During the term of this Agreement and after it expires or is terminated, you will never communicate, fax, e-mail, post on an internet electronic bulletin board, divulge or use in any other manner, either for your benefit or the benefit or any other person, persons, partnerships, associations, companies or corporations any confidential or proprietary information, knowledge or know-how concerning the GO Painting System or any information we have communicated to you in written, verbal or electronic form, including intranet passwords, for the operation of your franchised business.

The GO Painting System includes valuable proprietary and confidential information. Unless required by court order or applicable law, you agree to not communicate or divulge the contents of our Operations Manuals or any other information related to the GO Painting System or to the operation of the Franchise or our franchise system to any person or entity except those we authorize in writing to receive the information. You agree that these contents and information are confidential. They include information that is our exclusive property, and you may only use them in the Franchise subject to the provisions and duration of this Agreement. You agree to fully and strictly adhere to all security procedures we prescribe for maintaining the confidentiality of the information. You

agree to disclose information to your employees only to the extent necessary to perform the franchise business. You will not reverse engineer, decompile or disassemble any items embodying the GO Painting System or our confidential information.

The GO Painting System is a technologically advanced program of accounting, identification procedures, management systems, techniques and business operations and systems that would, if used by other persons, firms or entities, give a substantial competitive advantage which we presently enjoy. Any and all information, knowledge and know how, not generally known about the GO Painting System and our products, services, standards, specifications, systems, procedures and techniques, including information, manuals, contracts, customer data, supplier data, financial data, price lists, methods, techniques, processes, compilations, formulas, programs or patterns related to the operation of a GO Painting franchise and its products and services and any other information or material that we may designate as confidential, will be deemed confidential for purposes of this Agreement. This will not apply to information which you can demonstrate came to your attention prior to disclosure by us, or which is or has become a part of the public domain through publication or communication by others. Our confidential information is licensed, not sold, to you. You will not reverse engineer, decompile or disassemble any item that embodies confidential information. The Operations Manual may contain guidelines to protect confidential information and trade secrets, including limited access to the information on a need to know basis, locking of offices and computer files, placement of appropriate legends on materials, limited access for copying and scanning, pass-word protection, and encryption. You will conduct periodic meetings with your managers and employees to instruct them on their responsibilities to maintain the confidentiality of our information, including severance interviews with terminated employees in which they acknowledge in writing their post-employment confidentiality obligations.

You will require as a condition of the employment of your employees and anyone else providing services to you that they maintain and protect our confidential and proprietary information, including the signing of a confidentiality agreement. You must follow our security procedures, which may include the execution of approved nondisclosure agreements, and Intranet and Internet usage agreements. You will be responsible to use your best efforts to enforce these covenants and agreements by your employees. These covenants are for the benefit of us and the GO Painting franchise system and are enforceable by us. If you become aware of any actual or threatened violations of these covenants by any of your employees and anyone else providing services to you, you will promptly and fully advise us in writing of all related facts known to you. You will cooperate with us in all ways we reasonably request to prevent or stop any violation. This may include institution or permitting to be instituted in your name any demand, suit or action that we determine is advisable. The demand, suit or action may be maintained and prosecuted by us and you at your expense.

You will use your best efforts to assure that you and all your agents, employees, consultants, partners, owners, members, officers, directors, and shareholders and other persons in your control, to whom any information is communicated, will keep, preserve, and protect all confidential information.

This section contains prohibitions based upon an understanding that you, your key employees, your officers, your partners, your employees, members and stockholders (as applicable) will possess knowledge of business and operating methods and confidential information, disclosure of which would prejudice our interests and our other franchisees.

If you engage in any repainting or exterior coating business within **2** years of the expiration, termination or transfer of this Agreement, you will prove to us that you have not used our confidential information in that business. This **2**-year period is not intended to limit the duration of your obligation to preserve the confidentiality of the information and to not use the information after expiration, termination or transfer of this Agreement.

5.9 **Conflicting or Competing Interests**. You will diligently, faithfully, and honestly perform your obligations pursuant to this Agreement. You will use your best efforts to develop, promote, and enhance your franchise. You will not engage in any activity or business enterprise that conflicts with these obligations. We require that you, or your majority owner if you are a corporation, limited liability company or partnership, participate fully in the actual day to day operation of the franchise business.

At all times the Franchise must be under your direct supervision. You will devote a substantial enough amount of time and energy to properly operate the Franchise. What constitutes proper operation will be in our sole reasonable discretion. In your absence, the Franchise must be under the direct supervision of a manager who has successfully completed the required training programs and who devotes the necessary time during business hours to the management of the Franchise.

In express consideration for and during the term of this Agreement, neither you nor your owners, shareholders, members, partners, directors, officers, employees, consultants, distributors, or agents, nor the members of your or their immediate families or households (who have access to or knowledge of the Operations Manual or GO Painting System), will directly or indirectly participate as an owner, shareholder, member, partner, director, officer, employee, consultant, franchisor, franchisee, distributor, advisor or agent, or serve in any other capacity in any business (including business in formation) engaged or to be engaged in the sale or rental at wholesale

or retail or on the Internet of repainting or exterior coating products or services or any business that offers products or services that are essentially the same as, or substantially similar to, the products and services that are part of the GO Painting System. We may waive this covenant only in writing. During all of these periods, you agree to promptly and fully disclose to our Chief Executive Officer any business opportunity coming to your attention, or conceived or developed in whole or in part by you, which relates to our business.

You will use your best efforts to assure that you and your owners, directors, officers, partners, shareholders, members, employees, consultants, and agents, during the term of this Agreement and for a period of **2** years after expiration or termination of this Agreement do not:

A. divert or directly or indirectly attempt to divert any of our business or any of our customers to any competing establishment;

B. employ or seek to employ any person we employ or any other person who is at that time operating or employed by or at any of our franchises or otherwise directly or indirectly induce these persons to leave their employment; nor

C. do or perform, directly or indirectly, any other act injurious or prejudicial to our goodwill associated with the Service Marks and GO Painting System

If, for any reason, any provision set forth in this Subsection is determined to exceed any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. The duration, geographic coverage and scope allowable by law or court of law shall apply to this Agreement.

The provisions relating to interests in any other business will not apply to your ownership of outstanding securities of any corporation whose securities are publicly held and traded. Provided that you hold these securities for investment purposes only and that your total holdings do not constitute more than **5%** of the outstanding securities of the corporation.

You will use your best efforts to obtain written covenants from your owners, shareholders, members, partners, directors, officers, employees, consultants, distributors, and agents in a form satisfactory to us that these persons will comply with the provisions of this Section.

You and we stipulate that, in light of all of the facts and circumstances of the relationship between you and us, the covenants, restrictions and agreements referred to in this Section (including without limitation their scope, duration and geographic extent) are fair and reasonably necessary for the protection of our confidential information, goodwill and other protectable interests. If a court of competent jurisdiction should decline to enforce any of those covenants and agreements, you and we request the court to reform these provisions to restrict your use of confidential information, non-solicitation, ability to compete with us, and any other covered topics to the maximum extent, in time, scope of activities, and geography, the court finds enforceable under applicable law.

5.10 **Computer Systems**. You will install and use accounting and inventory control computer systems approved by us. You will purchase, lease, or otherwise acquire, from sources of your choice and at your expense, computer hardware and software (including but not limited to programs, computer terminals, Internet and other network access providers, web site vendors and video conferencing) that are totally compatible with and strictly conform to all requirements, standards, and specifications we may set from time to time, including coordination with consolidated systems used at co-branded locations. You must have these systems in operation prior to opening for business. You must comply with any separate software or other license agreement that we or our designee uses in connection with providing these services to you.

Use of the operations software, as required by the Operations Manual, will incur technology fee of an Initial/Setup Technology Fee in the amount of $5,000 to us, and such additional Setup Fees as may become due to other software providers we designate or approve, and with software license or use fees thereafter due in the amount of $499 per month as a monthly hosting and software support fee to us, with such additional license or use fees as may become due to other software providers we designate or approve. You agree to pay all technology fees monthly, on or before the 25th day of each calendar month. These costs do not include onboarding training and monthly subscription fees associated with Quickbooks Online. Due to the dynamic nature of software, all such fees are subject to modification by us, upon delivery to you of 30 days' written notice.

You are required to have high speed Internet service to your business or home office where you will be able to access downloads from us of marketing materials, operations manual revisions, training materials and corporate news and through which we may have access to your computer systems and records. You must also have a laptop computer and cell phone.

E-PROBLEM DISCLAIMER: Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, the Year 2000 problem and similar date-related problems, and attacks by hackers and other unauthorized intruders ("E-Problems'). We do not guarantee that information or communication systems that we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, lenders, landlords, customers, and governmental agencies on which you rely, have reasonable protection from E-problems. This may include taking reasonable steps to secure your systems (including firewalls, password protection, and anti-virus systems), and to provide backup systems.

6 RENEWAL, TERMINATION AND STEP-IN RIGHTS

6.1 Renewal of Franchise.

A. If you are not in breach or default, you may renew the Franchise for periods of **10** years under the terms of our then-current Franchise Agreement forms. "Then-current," as used in this Agreement and applied to our Franchise Disclosure Document and Area Development Agreement will mean the form then currently provided to prospective franchisees or area developers, or if not then being provided, then the form we select in our sole discretion which previously has been delivered to and executed by a franchisee of ours. You will exercise your renewal option by giving written notice to us. The notice must be given at least three months, but no earlier than six months, before the end of the franchise term established by this Agreement.

You will pay a renewal fee of **five thousand dollars ($5,000.00)**, plus applicable taxes, to account for our costs of closing, processing paperwork, training, upgrading and the continued use of GO Painting System during the term of the new agreement of the Franchise. The renewed Franchise Agreement will be evidenced by you signing the Franchise Agreement forms we then are using (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise). These forms may vary materially from this Agreement. Royalty Fees, National Marketing and Branding Program Fees, Local Marketing Initiative expenditures and other fees will be set at the then prevailing rates and terms. Your failure or refusal to execute the Renewal Franchise Agreement forms within **30** days after delivery to you may be regarded as an election by you not to renew. Upon renewal, the Franchise must remain located in the geographical territory designated in this Agreement. The Franchise Territory and its geographic area may be modified to meet our then current franchise market penetration and demographic standards and co-branding requirements.

You will refurbish the Franchise and its vehicles and equipment to conform to the then current Operations Manual and GO Painting System. You must make all capital expenditures reasonably required to renovate and modernize the Franchise and its vehicles, signs and equipment to reflect the design and decor image of GO Painting franchises we then are requiring of new or renewing GO Painting franchises. These expenditures will be in the amount necessary to make the Franchise modern and fresh and to resolve wear and tear.

You must execute a general release, in a form we prescribe, following applicable law, to release us from any claims you may have against us.

Before renewal, you or your designated manager will attend and successfully complete any retraining program we prescribe in writing. This will be done at your expense, including travel, meals and lodging. The renewal fee will cover our training fees and costs.

B. We may refuse to renew this Agreement if you fail to satisfactorily comply with this Agreement. The determination of satisfactory compliance will be within our exclusive discretion in good faith. If we refuse to renew, you must continue to perform under this Agreement until its expiration.

C. Continuation. You have no automatic right to continue operation of the Franchise following expiration or termination of this Agreement. If you continue to operate the Franchise with our express or implied consent, following the expiration or termination of this Agreement, the continuation will be a month-to-month extension of this Agreement. This Agreement will then be terminable by either party upon **30** days written notice. Otherwise, all provisions of this Agreement will apply while operations continue. Upon termination of this Agreement under this section, all post-termination covenants and obligations in this Agreement will apply.

6.2 **Termination by You**. You may terminate this Agreement if you comply with the terms of this Agreement and if we substantially breach any material provision of this Agreement and fail to cure or reasonably to begin to cure that breach within **30** days after receipt of written notice specifying the breach. Termination will be effective **10** days after you deliver to us written notice of termination for our failure to cure within the allowed period.

6.3 **Termination by Us**.

A. The following provisions are in addition to all other remedies available to us at law or in equity. We will have the option to cure your breaches at your expense.

If you breach or default in any of the terms of this Agreement, we have the right to appoint a receiver to take possession, manage and control assets, collect profits, and pay the net income for the operation of the Franchise as ordered by a court of jurisdiction. The right to appoint a receiver will be available regardless of whether waste or danger of loss or destruction of the assets exists, and without the necessity of notice to you.

1. You irrevocably nominate, constitute and appoint the person serving from time to time as our President to be your attorney-in-fact so to act in your name and on your behalf.

2. At our election and without waiving any claims for default or breach and without prior notice to you or resort to legal process, we may enter upon any premises using the reasonable force as is necessary in the circumstances, without being guilty of trespass or liable to you or the property owner for the entry, for the purposes of securing the return of our property, the performance of your obligations of discontinuance and the protection of our rights upon expiration or termination of this Agreement.

If any payments to us, our affiliates or approved vendors are late by more than 15 business days, we may order all product deliveries withheld from you until the payments are received.

You agree that it will be a *default constituting a substantial breach of a material provision of this Agreement pursuant to relevant law, thus establishing good cause for termination* of this Agreement and any other franchise and related agreements between the parties if you (or your owners, officers, or key employees) breach any term or provision of this Agreement and do not cure the breach (or reasonably begin to cure and diligently pursue the cure until the breach is remedied) within **30** days after receipt of our written "Notice to Cure." Termination will occur immediately upon delivery to you of our written declaration of termination for failure to cure within the allowed time frame.

You further acknowledge and agree that we may limit or completely shut down your access to our Call and Technology Center and related services and technologies if you fail to make timely payment of service, royalty, or other fees or otherwise breach this Agreement.

B. You agree that it will be a default constituting a *substantial breach of a material provision of this Agreement pursuant to relevant law, thus establishing good cause* for us to immediately terminate this Agreement and any other franchise and related agreements between the parties without other cause, and without giving you an opportunity to cure, if you (or your owners, officers, or key employees):

1. Become insolvent, make a general assignment for the benefit of creditors, have a receiver appointed to administer or take possession of any part of the franchised business or your assets, or admit to not being able to meet your obligations as they become due or become bankrupt, or become subject to any chapter of the United States Bankruptcy Code, unless you:

   a. timely undertake to reaffirm the obligations under this Agreement;
   b. timely comply with all conditions as legally may be imposed by us upon such an undertaking to reaffirm this Agreement; and
   c. timely comply with such other conditions and provide such assurances as may be required in relevant provisions of the United States Bankruptcy Code;

   provided, however, that we and you acknowledge that this Agreement constitutes a personal service contract and that we have relied to a degree and in a manner material to this Agreement upon the personal promises of you and/or your directors, officers, shareholders or partners, as the case may be, to participate personally on a full-time basis in the management and operation of the franchised business, and, consequently, we and you agree that any attempt by any other party, including the trustee in bankruptcy or any third party, to assume or to accept an assignment of this Agreement will be void.

2. Fail to operate the Franchise continuously and actively for **5** consecutive days or for any shorter period after which it is reasonable under the facts and circumstances to conclude that you do not intend to continue the Franchise or maintain a suitable Franchise location.

3. Fail to comply with any requirement of this Agreement or of any related agreement between the parties within twelve months after having received the most recent of two or more **30**-day or **5**-day Notices to Cure deficiencies in performance of the same or any other requirement pursuant to Subsection (A) above or this Subsection (B), whether or not you had corrected your earlier failures to comply after we delivered notice to you.

4. On more than two occasions fail to report monthly Revenue on time, understate monthly Revenue by more than **2%,** or distort other material information.

. Make or have made any material misrepresentation or misstatement on the franchise application or with respect to ownership of the Franchise. If you misrepresented yourself and are a competitor of ours or a competitor of an affiliate of ours, we may keep your entire initial franchise fee, cancel training and terminate this Agreement.

5. Allow the Franchise or Franchise Premises to be seized, taken over, or foreclosed by a creditor, lien holder, or lessor; let a final judgment against you to remain unsatisfied for **30** days (unless a supersedeas or other appeal bond is filed); or allow a levy of execution upon the Franchise or upon any property used in the Franchise, that is not discharged by means other than levy within **5** days of the levy.

6. Are convicted of a felony, or are convicted of any criminal misconduct relevant to the operation of the Franchise.

7. Within a period of **10** days after notification of noncompliance, fail to comply with any federal, state or local law or regulation applicable to the operation of the Franchise.

8. Fail to pay any Franchise, Royalty, or National Marketing and Branding Program Fees or other amounts owed pursuant to this Agreement within **5** days after receipt of written notice that the fees or amounts are overdue.

9. Operate the Franchise in a manner that creates an imminent danger to public health or safety.

10. Do not keep confidential information related to the Franchise confidential except to employees or persons authorized to know.

11. Fail to obtain agreements from your employees to keep confidential information confidential.

12. Attempt to unilaterally repudiate this Agreement or the performance or observance of any of its terms, conditions, covenants, provisions or obligations by any conduct evidencing your intention to no longer comply with or be bound by this Agreement.

6.4 **Time Frames Subject to Applicable Laws**. The provisions of this Agreement may state periods of notice less than those required by applicable law. They may provide for termination, cancellation, non-renewal or the like other than according to applicable law. They will be extended or modified to comply with applicable law.

6.5 **You Will Discontinue Use of Service Marks, Operations Manual, and GO Painting System on Termination of Agreement**. Substantial damages that are difficult to determine at the date of execution of this Agreement will accrue to us if you do not comply with any of the following requirements upon expiration or termination of this Agreement. Upon expiration or termination of this Agreement, you will:

A. Immediately cease using the Service Marks (or any names or marks deceptively similar to them), the Operations Manual and the GO Painting System.

B. Return to us all copies of the Operations Manual. Return to us all records, files, instructions, correspondence, and materials in your possession or control related to the GO Painting System, including but not limited to the customer database and any content you have entered into GO Painting software. You will give us a complete and accurate summary of your advertisers, customers and leads, including their names, addresses, telephone numbers and related file records. You will assist

us in every way possible to bring about a complete and effective transfer of your franchise business to us or to our designated franchisee.

C. Authorize telephone, Internet, email, electronic network, directory and listing entities to transfer all numbers, addresses, domain names, locators, directories and listings to us or our designee. Notify them of the termination of your right to use the Franchise names and Service Marks. You authorize the transfer of your telephone numbers and directory listings and Internet addresses, domain names and locators to us or our designated franchisees. You appoint us as your agent and attorney-in-fact to effect the transfer of these telephone numbers and directory listings and domain names and Internet directory listings to us. You agree that we will be treated as the subscriber for the telephone numbers and directory listings. We will have full authority to instruct the applicable telephone, directory and listing companies on the use and disposition of the telephone listings and numbers. You release and indemnify these companies from any damage or loss because they follow our instructions.

D. Make reasonable modifications to the interior and exterior of any retained premises and vehicles to reduce your identification as a part of our franchise system. These modifications will include but will not be limited to removal of reasonable alterations to eliminate any possibility of confusion with any other GO Painting operation.

E. Pay to us within **seven** days all Royalty Fees, National Marketing and Branding Program Fees, and other sums you owe. These sums will include all damages, costs and expenses, including reasonable attorneys fees and collection costs, we incur because of your breach. These sums will include all costs and expenses, including reasonable attorney fees, we incur in obtaining injunctive, appellate, or other relief to enforce the provisions of this Agreement.

F. Abide by all provisions of the restriction upon communication of confidential information set forth above and the post-termination Covenant Not to Compete set forth below. You will immediately return to us all of our confidential information you have received, including any items that embody the confidential information. You acknowledge that you have no continuing ownership interest in the confidential information.

G. At our option, do some or all of the following:

H. Remove all Franchise-related equipment, furnishings, and inventory from the Franchise Premises;

I. Sell the equipment, furnishings, and inventory to us, at the following purchase prices:

i.i.1.a. For new and unused items, your cost as originally invoiced to you less a restocking charge equal to 15 percent of your cost.

i.i.1.b. For used items, products, equipment, supplies, materials and inventory, the current fair market value less 20 percent of the value.

i.i.1.c. For leasehold improvements, machinery, equipment, fixtures, furnishings and signage - the lesser of:

i. the current fair market value less 20 percent of the value,

ii. your cost as originally invoiced to you less 20 percent of your cost.

i.i.1.d. Damaged, obsolete or discontinued items will be transferred to us at no cost.

i.i.1.e. We will not be liable for payment to you for intangibles, including, without limitation, goodwill.

i.i.1.f. In each the instance we may deduct from any monies payable to you all sums due by you to us or your suppliers, whether under this Agreement or any other agreement or instrument.

J. If the Franchise Premises is at an office site or commercial location, assign to us the lease for the Franchise Premises and ownership and control of any web site you own or control;

K. Unless we state in writing that we do not intend to exercise this right, the parties must agree upon a purchase price and terms within **5** business days after termination of this Agreement. If not, a fair value and fair terms will be determined in Utah County, Utah by three appraisers. Each party must select one appraiser. The two appraisers chosen must then select a third appraiser. Each party will pay for its own appraiser and each party will pay half for the third appraiser. The parties may then present evidence of the value of the Franchise and fair terms for the purchase. The appraisers must exclude from their decision

any amount or factor for the "goodwill" or "going concern" value of the Franchise. The decision of the majority of the appraisers will be conclusive. Any time within **30** days after receiving the appraisers' decision, at our option we may purchase the Franchise and your assets at the price and upon the terms determined by the appraisers.

L. Upon termination for any reason, you will return to us all proprietary and confidential materials, including client lists, keys, codes, signage, advertising and marketing materials, uniforms, service agreements and other forms, printed files, clients lists and account information, security codes, cards and passes, picture identification badges and the like as described in the Operations Manual. If you fail to return or cease use of any of these items, we may enter your business premises without being guilty of trespass or any other tort to remove and retain the items. You will pay to us, on demand, any expenses we incur in trying to remove or collect such items or in attempting to have you cease use of them. Your failure to immediately return all keys and security codes or passes to us may result in us changing locks, keys and codes at client premises at your expense.

M. You agree to continue to provide warranty coverage as necessary to your past customers or compensate GO Painting for such warranty coverage if necessary. Warranty coverage will not automatically transfer to GO Painting upon termination.

N. **Liquidated Damages:** Subject to applicable law, upon the expiration, termination or transfer of this Agreement, it is understood and agreed that we will suffer damages if you do not immediately comply with the requirements of this Agreement. In addition to any other remedy provided for or available to us at law or equity, we will have the right to claim and recover damages from you for your failure to comply. You agree that for each day subsequent to the expiration, termination or transfer of this Agreement that you operate the Franchise without having complied with the requirements this Agreement, you will pay to us the non-refundable sum of **$200 per day per violation** as and for liquidated damages in respect of your failure. You agree that this sum represents a genuine attempt by the parties to pre-estimate the magnitude of the damages caused by your failure.

6.6 **We May Assign Territory Upon Termination**. Upon expiration or termination of this Agreement, we may immediately license or franchise the Franchise Territory to another person or may operate GO Painting businesses within the Franchise Territory.

6.7 **Our Step-In Rights**. The parties want to prevent any operation or interruption of the Franchise that would cause harm to the Franchise and to our franchise system and lessen their value. Therefore, you authorize us to step in to operate the Franchise for as long as we believe necessary and practical in our exclusive judgment. We may do so without waiving any other rights or remedies that we may have. Cause for stepping-in may include our reasonable determination that: you are incapable of operating the Franchise; you are absent or incapacitated because of illness or death; you have failed to pay when due any real property, equipment rent or lease payments, suppliers, or inventory payments; you have failed to pay to us when due any franchise, royalty, advertising, or other fee; you have failed to pay when due any taxes or assessments against the Franchise or property used in the Franchise; you have failed to pay when due any liens or encumbrances placed upon or against your business property; your business activities are having a negative impact upon the value of our franchise system or we decide that significant operational problems require us to operate the Franchise for a time. We may exercise our step-in rights if you are ill or disabled, you, your lender, or the SBA requests our assistance or agrees to our proffered support and supervision, directly or indirectly or through contract agents. If you have a loan for the franchise that is guaranteed by the Small Business Administration, our right to step-in will be limited to a **60** day period unless otherwise requested or agreed with the lending bank at that time. Thirty days after exercising our step-in rights, we will re-evaluate your then-current status. At our discretion, we will either operate for an additional 30-day period or turn the operation back over to you. In turning the operation back over to you, we do not waive our rights to step back in the future.

All Revenue from our operation of the Franchise will be for your exclusive account. We will pay from that Revenue all expenses, debts and liabilities we incur during our operation of the Franchise. This will include our personnel and administrative costs, plus up to **60%** of the net profits to cover our overhead expenses. In addition, we will have the option, but not the obligation, to pay for you any claims owed by you to any creditor or employee of the Franchise. You will reimburse us upon demand, including at the rate set forth above for overdue amounts.

We will keep in a separate account all Revenue generated by the operation of the Franchise, less the expenses of operation.

We will have no obligation to retain any employee of the Franchise, nor to honor any contractual employment commitments you previously made. If we elect to retain any employee, employment will be pursuant to a new employment agreement between us and the employee. Employment will commence on the first business day on which we carry on business through the Franchise. Any claim by an employee for unpaid salary, vacation pay, or other benefits will be your responsibility.

Upon our exercise of these Step-In Rights, you agree to hold us harmless for all acts, omissions, damages, or liabilities arising during our operation of the franchise.

Our operation of the Franchise will not operate as an assignment to us of any lease or sublease of franchise property. We will have no responsibility for payment of any rent or other charges owing on any lease for franchise property, except as the charges relate to the period of our operation of the Franchise.

You agree to pay our reasonable legal and accounting fees and costs we incur because of our exercise of these Step-In Rights.

6.8 **You and Your Owners Not to Compete on Expiration, Termination or Transfer of Agreement**. This covenant will apply for **720** days after termination, expiration or transfer of this Agreement. In express consideration for this Agreement, you will assure that you and your owners, shareholders, partners, directors, officers, employees, and agents, and the members of their immediate families or households (who have actual knowledge of or access to the Operations Manual or GO Painting System), will not directly or indirectly participate as an owner, shareholder, director, partner, officer, employee, consultant, franchisor, franchisee, distributor, advisor or agent, or serve in any other capacity in any business engaged directly or indirectly in the offer, sale, rental, Internet dissemination, or promotion of repainting products or services or any business that offers products or services that are essentially the same as, or substantially similar to, the products and services that are part of the GO Painting System. This covenant applies within the Franchise Territory, within a **100**-mile radius of the Franchise Territory, within a **100**-mile radius of any location where we operate or have granted the franchise to operate a GO Painting business, and within the United States of America.

You acknowledge and confirm that the time, content and geographical restrictions contained in this Section are fair and reasonable. They are not the result of overreaching, duress, or coercion of any kind by us. You further acknowledge and confirm that your observance of the covenants contained in this Agreement will not cause you any undue hardship, financial or otherwise, and that enforcement of each of the covenants contained in this Agreement will not impair your ability to obtain employment commensurate with your abilities and on terms fully acceptable to you, or otherwise to obtain income required for the comfortable support of your family and the satisfaction of your creditors. Your knowledge of the GO Painting System would cause our franchise system serious injury and loss if you use the knowledge to the benefit of a competitor or to compete with us or our franchisees.

If, for any reason, any provision set forth in this Subsection exceeds any lawful scope or limit as to duration, geographic coverage, or otherwise, it is agreed that the provision will nevertheless be binding to the full scope or limit allowed by law or by a court of law. The duration, geographic coverage and scope allowable by law or court of law shall apply to this Agreement. You agree that any violation of the provisions of this section shall result in a Liquidated Damage Fee of $200 per violation per day, in addition to any actual or consequential damages.

7 TRANSFER

7.1 Sale or Assignment.

A. Your rights and obligations under this Agreement are exclusive to you. Whether voluntarily or involuntarily, neither you, your owners, partners nor others claiming an interest in the Franchise will sell, transfer, assign, encumber, give, lease, or sublease, or allow any other person to conduct business in or through (collectively called "transfer") the whole or any part of: this Agreement, the Franchise Premises (if at an office site or commercial location), substantial assets of the Franchise business, or ownership or control of you or to fractionalize any of the rights granted to you pursuant to this Agreement. Any attempted transfer without our prior written consent will be a breach of this Agreement. Our consent will not be unreasonably withheld. We need not consent to any transfer before the date the Franchise opens for business.

Because we will have a strong and vested interest in the financial viability and ongoing management abilities of the transferee, we need not consent to any transfer if we reasonably believe the purchase price is excessive or if we believe based upon a review of the transferee's operational and business plans that the transferee's business operations might not be beneficial on a cash flow or financial basis.

We enter this Agreement, in part, in reliance upon the individual or collective character, skill, attitude, business ability and financial capacity of you (or your shareholders, members or partners, if you are a corporation, limited liability company, partnership or other entity).

Notwithstanding the foregoing, and by way of additional agreement and clarification, a transfer consummated pursuant to the provisions of this Section 7 through Franchisor's use of a franchise broker or referral service facilitated by Franchisor shall include as a requisite provision in the relevant Purchase Agreement (or its equivalent) a clause requiring that the entire purchase price be delivered to Franchisor via wire transfer, after which, upon the delivered funds clearing Franchisor's financial institution, Franchisor shall reduce the amount by those sums owing pursuant to Franchisee's outstanding amounts owed under the Agreement (including applicable Transfer Fees or Commissions due to the respective franchise broker or referral service partner of Franchisor) and remit the remaining amounts pursuant to the instructions of Franchisee and Transferree or the instructions of the relevant Purchase Agreement (or its equivalent).

You recognize that there are many subjective factors that comprise the process by which we select a suitable franchise owner. Our consent to a transfer by you will remain a subjective determination and will include, but not be limited to the following conditions. Before the effective date of a transfer we approve:

1. The transferee must assume your Franchise obligations. You will remain bound by your covenants in this Agreement to not disclose confidential information and to not compete with us or our franchisees.

2. You will pay all ascertained or liquidated debts concerning the Franchise.

3. You may not be in breach of this Agreement or any other agreement between the parties. Our consent to the transfer will not constitute a waiver of any claims we may have against you.

4. The transferee will complete to our exclusive satisfaction the training programs we then require of new franchisees or otherwise show to our satisfaction sufficient ability to successfully operate the Franchise. The cost of this training and our related evaluations are included in the Transfer Fee described below.

5. You or the transferee will pay a Transfer Fee according to our then current Transfer Fee Schedule. This fee will reimburse us for our reasonable legal, accounting, credit check, and investigation expenses that result from the transfer. The Transfer Fee will be equal to the greater of i) **$15,000** or **5%** of the transaction price of the sale of your franchised business, plus applicable taxes. The Transfer Fee will be paid by delivering: i) a non-refundable deposit of $1,000 with the written request for our approval of the proposed purchaser, and ii) the balance on the closing date of the transfer. Depending on your volume of operations and sales over the preceding 12-months prior to transfer, an escrow amount of up to 5% of the purchase price may additionally be withheld to fund warranty claims during the 12-month period immediately following the transfer of the franchise (the "warranty escrow period"). Upon completion of the warranty escrow period, any amounts actually expended on warranty claim expenses, together with a processing fee of $300 will be deducted from this escrow amount, and the balance will be refunded after 45 business days from the close of the warranty escrow period. Notwithstanding the foregoing, the applicable commission or transfer fee, in the specific event of Franchisor delivering a resale partner to Franchisee through Franchisor's use of a franchise broker service with whom Franchisor has any active referral agreement, and Franchisee transacts a transfer of the franchised business shall be the obligation of Franchisee. Thus, any obligation of Franchisor toward the franchise broker or referral service with respect to such referral agreement is hereby assumed in full by Franchisee for such transaction relating to Franchisee.

6. You will pay us a **10%** commission on the gross transfer price (excluding the price of real property), if we obtain the transferee for you.

7. You agree that up to 5% of the gross transfer price will be held by us in escrow for the twelve (12) calendar months following the date of the sale to cover any warranty or service agreement claims by your customers. The exact percentage held in escrow will be determined by the number and value of projects completed by you in the twelve (12) calendar months preceding the sale. If a warranty or service agreement claim is made, we will charge the escrow fund our then-current hourly service fee (a minimum of $100 per hour) for labor plus the actual cost of materials and supplies plus a $50 processing fee for each claim. At the conclusion of the twelve (12) months, we will release any remaining escrowed funds to you. If there are no claims, a one-time processing fee of $150 will be charged, with the remaining funds released to you.

8. The transferee will execute all documents we then require of new franchisees. This includes a new franchise agreement in the form we then are using. The new franchise agreement may contain economic and general terms that are materially different from those contained in this Agreement. The term of the new agreement will be for the unexpired term of this Agreement or for a new full term as we will elect. You must ask us to provide the prospective purchaser with our current form of disclosure document required by the applicable federal or provincial/state registration and disclosure laws, and a receipt for this document will be delivered to us; provided however, we will not be liable for any representations you make apart from those contained in our disclosure document.

9. The transferee will meet our standards for quality of character, financial capacity, and experience required of a new or renewing franchisee. You will provide information we require to prove the transferee meets our standards.

10. If permitted by applicable law, you and your owners, members, partners, officers, and directors will execute a general release in our favor. The release must be in a form we prescribe, following applicable law, to release any claims you may have against us and our representatives, subsidiaries and affiliates and our officers, directors, attorneys, shareholders and employees in their corporate and individual capacities. This will include claims arising under federal, state and local laws, rules and ordinances arising out of, or connected with, the offer, sell and performance of this Agreement or any other agreement between the parties.

11. If the Initial Franchise Fee has not yet been paid in full, it must be paid in full despite the due date for payment established by this Agreement.

12. If you have lease or sublease for the Franchise Premise and such document requires, the lessor or sublessor must have consented to the assignment or sublease of the Franchise Premises to the transferee. All equipment must be inspected and certified by a qualified professional inspector to be in good working order and free of operational defects. It will be your responsibility to bring all equipment to proper working order before the transfer takes place.

13. You will enter into an agreement to subordinate, to the transferee's obligations to us (including the payment of all franchise fees), any obligations of the transferee to make installment payments of the purchase price to you. The form of this subordination is subject to our approval.

14. The transferee will refurbish the Franchise, and its equipment and signage to conform to the current Operations Manual and GO Painting System within 90 days of transfer.

15. Upon our granting of approval for the transfer, you will:

    a. ensure that the transfer is effected in compliance with the requirements of all federal, state, and local laws, including applicable tax and bulk sales legislation;

    b. deliver to the purchaser the Operations Manual and all other manuals and materials we provided to you for use in the Franchise, including all materials bearing the Trademarks and our advertising, promotional and training materials, order books and bookkeeping and reporting forms.

    c. With our prior written consent, you may transfer your rights and obligations under this Agreement to a corporation or other entity in which you continuously own a majority of the issued and outstanding shares of each class of stock or other evidence of ownership. The entity must be newly organized with its activities confined exclusively to act as the franchisee under this Agreement. The entity must contemporaneously agree in writing to be bound by the terms of this Agreement. You must contemporaneously agree in writing to guarantee the obligations of the entity and to remain personally liable in all respects under this Agreement. (You and all other owners will personally and unconditionally guarantee the obligations of the new entity and you will remain personally subject to and bound by all terms, conditions, restrictions and prohibitions contained in this Agreement. You as an owner of the entity agree to separately and personally, for you and for your successors, heirs and personal representatives, will act as surety for the full and faithful performance of all of the obligations, commitments and payments required of the entity. In that capacity, you agree that we do not have to pursue any remedies we may have against the entity, but rather, may proceed directly and primarily against you with or without joining the entity as principal or as a named party in any proceeding.)

You will be in breach of this Agreement if you at any time dispose of any interest sufficient to reduce your ownership in the entity to less than a majority of any class of stock or other evidence of ownership. From time to time, at our request, you will provide to us a current list of all your owners, shareholders, members, directors, officers, partners, and employees, with a summary of their respective interests in you.

B. We may transfer this Agreement. If we do, it will be binding upon and inure to the benefit of our successors and assigns. Specifically, you agree that we may sell our assets, the Service Marks, or the GO Painting System outright to a third party, may go public, may engage in a placement of some or all of our securities, may merge, acquire other entities or be acquired by other entities, or may undertake a refinancing, recapitalization, re-organization, leveraged buyout or other economic or financial restructuring. As for any or all of these sales, assignments and dispositions, you waive any claims, demands or damages arising from or related to the loss of the Service Marks (or any variation of them) or the loss of association with or identification as part of our franchise system.

We will not be required to remain in any particular form of business or to offer to you products, whether or not bearing our Service Marks.

C. You may offer your securities or partnership interests to the public, by private offering, or otherwise, only with our prior written consent. Consent may not be unreasonably withheld. All materials required for the offering by federal or state law will be submitted to us for review before filing with any government agency. Any materials to be used in any exempt offering will be submitted to us for review prior to their use. No offering by you will imply (by use of the Service Marks or otherwise) that we are participating in an underwriting, issuance, or offering of your securities. You and all other participants in the offering must fully indemnify us concerning the offering. For each proposed offering, you will pay to us the amount necessary to reimburse us for our reasonable costs and expenses associated with reviewing the proposed offering, including, legal and accounting fees. You will give us at least **60** days written notice before the effective date of any offering or other transaction covered by this subsection.

D. You may not grant a sub-franchise or transfer less than all of your rights under this Agreement.

E. Our consent to a proposed transfer will not be a waiver of any claims we may have against you (or your owners), nor will it be a waiver of our right to demand exact compliance with this Agreement. Our consent to a transfer will not constitute or be interpreted as consent for any future or other transfer.

F. You will comply with and help us to comply with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises.

7.2 **Your Death or Disability**.

A. Besides the Step-In Rights described above, the following will apply in case of your death or incapacity if you are an individual, or of any general partner of you if you are a partnership, or of any member or shareholder owning **50%** or more of you if you are a limited liability company or corporation or other entity. Within **180** days of the event, the heirs, beneficiaries, devisees or legal representatives of that individual, partner, member or shareholder will:

1. Apply to us for the right to continue to operate the Franchise for the duration of the term of this Agreement. The right to continue will be granted upon the fulfillment of all of the conditions set forth in Subsection (A) of the section entitled "Sale or Assignment," above (except that no transfer fee will be required). Or,

2. Transfer your interest according to the provisions of that Subsection. If a proper and timely application for the right to continue to operate has been made and rejected, the 180 days within which to transfer will be computed from the date of rejection. For purposes of this Subsection, on an application for the right to continue to operate, our silence through the **180** days following the event of death or incapacity will be deemed an acceptance made on the last day of the period.

3. If a suitable transferee purchaser is not found within **180** days from the date of death or permanent incapacity, we may at our sole option enter into a contract to purchase the Franchise. Unless we state in writing that we do not intend to exercise this right, the parties must agree upon a purchase price and terms within twenty business days after notice from us. If not, a fair value and fair terms will be determined in Utah County, Utah by three appraisers. Each party must select one appraiser. The two appraisers chosen must then select a third appraiser. Each party will pay for its own appraiser and each party will pay half for the third appraiser. The parties may then present evidence of the value of the Franchise and fair terms for the

purchase. The appraisers may include in their decision a factor for the "goodwill" or "going concern" value of the Franchise. The decision of the majority of the appraisers will be conclusive. Any time within **30** days after receiving the appraisers' decision, at our option, we may purchase the Franchise and your assets at the price and upon the terms determined by the appraisers. Terms of payment will be **10%** of the purchase price payable upon contract signing, the balance payable in **60** equal monthly payments of principal payments with interest calculated at the prime rate, published by your principal bank at time of each monthly principal payment.

B. If the provisions of this Subsection have not been fulfilled within the time provided, at our option, all rights licensed to you under this Agreement will immediately terminate and revert to us.

7.3 **First Right of Purchase**. You will give us the right of first purchase before soliciting offers from a third party if you choose to sell your franchise business. You agree to notify us in writing if you desire to sell or transfer any interest in you or in your franchised business. You will give us sufficient information and documentation to allow us to analyze the status and value of your business. We will elect to exercise our option to purchase within **60** business days after our receipt of your written notification and due diligence information. If we offer you an amount that you do not agree to, you may try to sell to a third party but on no better terms for the purchaser than we offered to you. If you later receive an offer from a third party purchaser on better terms than we offered to you, you are obligated to re-offer to us pursuant to the subsection entitled “First Right of Refusal”. You are obligated before any transfer to a third party to comply with all criteria set forth in the subsections entitled “Sale or Assignment” and “First Right of Refusal.” If you do not complete a transaction with a third party within six months, you agree we will again have the right of first purchase before any subsequent contemplated transaction.

We may elect to purchase all of the franchise business regardless of your intent to sell, assign or transfer a lesser interest. We can pay the purchase price in cash up front or by industry-standard monthly payments that amortize the principal amount with interest calculated at prime plus 1% as of the date of purchase. The choice of payment type is in our sole discretion.

7.4 **First Right of Refusal**. If you receive a bona fide offer from a third party acting at arm's length to purchase the Franchise, a majority interest in ownership of you, or substantially all of the assets of the Franchise, which offer is acceptable to you or to your owners, we will have the right to purchase at the bona fide price on the same terms and conditions as offered to you. We may substitute cash for any other form of consideration contained in the offer. Our credit will be deemed to be equal to the credit of any proposed purchaser. At our option, we may pay the entire purchase price at closing. Within **6** days after receipt by you of an acceptable bona fide offer, you will notify us in writing of the terms and conditions of the offer. You will give us sufficient information and documentation to allow us to analyze the status and value of your business. We may exercise this right to purchase within **30** days after receipt of notice from you and due diligence information. If the interest which is the subject of the offer involves less than all of the ownership interest, then in our sole option, our right of first refusal will apply to the entire ownership interest. In such case, the consideration to be received, as set forth in the offer shall be divided by the percentage interest subject to the offer and the resulting quotient shall be the price to be paid for the entire ownership interest. Terms and conditions for the purchase of the entire ownership interest shall be as similar to the terms and conditions set forth in the offer as practicable, except for the substitute provisions noted above in this section.

If we do not exercise our right to purchase within the **30** days, you may make the proposed transfer to a third party. The transfer will not be at a lower price or on more favorable terms than disclosed to us. Any transfer will be subject to our prior written permission described in the section entitled "Sale or Assignment," above. If the Franchise is not transferred by you within **6** months from the date it is offered to us, or if any material change is made in the terms of the proposed sale, then you must re-offer to transfer to us before a transfer to a third party.

8 INDEMNITY AND INSURANCE

8.1 **Indemnity**. You will indemnify and hold us harmless from all fines, suits, proceedings, claims, demands, actions, losses, attorney fees and damages arising out of or connected with the Franchise and the business activities, acts or omissions of you and your employees and agents, including those brought against you and us jointly alleging that you and we were negligent or otherwise liable. We will not be liable to you or to any other person because of your act, omission, neglect, or breach. If it is established that both you and we were negligent or otherwise liable, you and we will contribute to the relevant award, and the obligation to indemnify and hold harmless shall be determined, based upon the adjudicated and assigned respective degree of fault. In the event of a settlement prior to adjudication, you and we will agree to degrees of fault. You and we will contribute to the relevant settlement, and the obligation to indemnify and hold harmless shall be determined, based upon the agreed degree of fault. All provisions of this Section will be subject to these contribution and allocation of indemnification provisions.

You will indemnify us for any loss, cost or expense, including attorneys' fees that may be sustained by us because of the acts or omissions of your vendors or suppliers.

This indemnification will include use, condition, equipping, maintenance or operation of the Franchise, including the sale of any products, service or merchandise sold through the Franchise. Any loss, claims, costs, expenses, damages and liabilities shall include, without limitation, those arising from latent or other defects in the Franchise, whether or not discoverable by us, and those arising from the death or injury to any person or arising from damage to the property of you or us, and our respective agents or employees, or any third person, firm or legal entity.

You will defend us at your own expense in any legal or administrative proceeding subject to this Subsection. The defense will be conducted by attorneys we approve. Our approval will not be unreasonably withheld. You will immediately pay and discharge any liability rendered against us in any proceeding, including any settlement that we approve in writing. You will not settle any claim against us without our prior written approval. In our sole discretion and upon prior written notice to you, we may settle or defend any claims against us at your expense, including attorney fees that we pay or incur in settling or defending. Promptly upon demand, you will reimburse us for any and all legal and other expenses we reasonably incur in investigating, preparing, defending, settling, compromising or paying any settlement or claim, including monies that we pay or incur in settling or defending such proceeding.

All references in this Agreement that provide that you will indemnify or defend us or that you will name us under any insurance policy will also mean that our affiliates, directors, officers, and employees will be also and equally indemnified, defended or named.

8.2 **Insurance**. Upon commencement of franchise operations, and during the term of this Agreement, you will obtain and keep in force by advance payment of premium appropriate fire and extended coverage, vandalism, malicious mischief, general liability and products liability insurance. This insurance will be in an amount sufficient to replace your personal property upon loss or damage. This insurance will be written by a financially responsible insurance company satisfactory to us in accordance with our standards and specifications in the Operations Manual. The insurance will include, at a minimum, the following:

REQUIRED COVERAGES

We currently require our franchisees to have the following insurance coverages:

ADDITIONAL INSURED: You must obtain a certificate of insurance naming as additional insured: Go Painting, LLC, d/b/a GOPainting, 1108 South Union Avenue, Midvale UT 84047.

GENERAL LIABILITY: General Liability Insurance with minimums of $1,000,000 per occurrence, $2,000,000 general and products/completed operations aggregate, $1,000,000 personal/advertising injury, $50,000 rented premises damage, and $5,000 medical expenses. The policy must include additional insured, waiver of subrogation, primary and noncontributory provisions, contractual and independent contractors liability, and be occurrence-based. It must be provided by an A- VII or higher AM Best-rated admitted carrier. Stop-gap coverage is required for applicable monopolistic states.

FRANCHISEE COMMERCIAL AUTO: Commercial Auto Insurance with a $1,000,000 combined single limit, covering uninsured/underinsured motorists, owned, hired, and non-owned autos. Policies must include additional insured, waiver of subrogation, and primary/non-contributory provisions, provided by an A- VII or higher AM Best-rated carrier.

WORKERS COMPENSATION: Workers' Compensation Insurance with coverage limits of $1,000,000 for bodily injury by disease per accident, $1,000,000 policy limit, and $1,000,000 per employee. The policy must be in place regardless of state laws and cannot exclude owner-operators. It must also include uninsured independent contractors and a waiver of subrogation. The insurance carrier must be rated A- VII or higher by AM Best to ensure financial stability and reliability.

PROPERTY / BUSINESS INTERRUPTION: Property insurance with coverage for equipment, trailer (if applicable), business interruption, including franchisor royalties. The insurance carrier must be rated A- VII or higher by AM Best.

UMBRELLA: Umbrella Insurance with $3,000,000 per occurrence and $3,000,000 aggregate, providing excess coverage over General Liability. Policies must be from an A- VII or higher AM Best-rated carrier

DESCRIPTION OF OPERATIONS: Certificate holder is named as additional insured with respect to general liability and commercial auto liability including a waiver of subrogation and primary, non-contributory insuring clauses. Workers compensation includes a waiver of subrogation in favor of the certificate holder.

Insurance coverage of such types, nature and scope sufficient to satisfy your indemnification obligations under this Agreement; and any other insurance coverages we may require in the future.

RECOMMENDED COVERAGES

EMPLOYMENT PRACTICES LIABILITY: Employment Practices Liability Insurance with minimum coverage limits of $250,000 per occurrence and $250,000 aggregate. The policy should include 3rd party liability and wage & hour coverage of at least $25,000. The maximum deductible should not exceed $10,000.

CRIME: Crime insurance with the minimum coverage limits of $100,000 each claim, including third party coverage on a loss discovered form.

CYBER LIABILITY: Cyber Liability Insurance with minimum coverage limits of $250,000 per occurrence and $250,000 aggregate.

The insurance will insure us, you, and our respective subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death or property damage that may accrue due to your operation of the Franchise. Your policies of insurance, will contain a separate endorsement naming us as an additional named insured. The insurance will not be limited in any way because of any insurance we maintain, and will be the primary, non-contributory insurance for claims made thereunder. The insurance will not be subject to cancellation except upon **20** days' written notice to us. Certificates of your insurance policies will be kept on deposit with us. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in this Agreement. The policy or policies will insure against our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you.

All insurance policies you obtain will contain a blanket waiver of the insurer's rights of subrogation in respect of or against us and our officers, agents, employees and representatives; and will not contain any insured vs. insured exclusion clause, but will contain a severability clause providing that each the policy will be treated as though a separate insurance policy had been issued to each named insured.

We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

If you fail to comply with any of the requirements of this Subsection, we may, but are not obligated to, purchase insurance at your expense to protect our interests. This insurance may, but need not, also protect your interest. The coverage we obtain might not pay any claim you make or any claim made against you. You may later cancel the insurance we obtain by providing evidence that you have obtained proper coverage elsewhere. You are responsible for the cost of any insurance purchased by us pursuant to this paragraph. This coverage may be considerably more expensive than insurance you can obtain on your own and might not satisfy your needs. You will pay us upon demand the premium cost of this insurance with a late payment charge on the unpaid balance at the rate established in this Agreement.

You will promptly report all claims or potential claims against you, the Business or us in writing when you become aware of them. You will give immediate written notice to us of any claims or potential claims you make to your insurers.

We may, at our sole discretion, upon not less than 90 days prior written notice to you, secure a policy of insurance which will provide defined insurance coverage to all or any part of the GO Painting system. This policy may replace or supplement the insurance coverage you are required to maintain. You will pay the relevant insurance premium to us or the designated insurance provider, as we direct.

Nothing contained in this Agreement will be construed as a representation or warranty by us that the insurance coverage we specify will insure you against all insurable risks or amounts of loss which may or can arise out of or in connection with the operation of your franchise business. It is your sole responsibility to ensure that adequate insurance coverage is obtained for your business.

Your procurement and maintenance of the insurance specified above will not relieve you of any liability to us under any indemnity requirement of this Agreement.

9 NOTICE AND MISCELLANEOUS

9.1 **Notices**. All notices required by this Agreement will be in writing. They may be sent by email, certified mail, or registered mail, postage prepaid and return receipt requested. They may be delivered by Federal Express, or other reputable air courier

service, requesting delivery with receipt on the most expedited basis available. Notices will be delivered to you at the Franchise Premises (or at the address, email address, or other contact information you have provided to us, any of which is sufficient), to us at our headquarters or to other locations specified in writing.

Notices may be delivered and receipted to you personally at any location.

Notices sent by certified or registered mail will be deemed to have been delivered and received **3** business days following the date of mailing. Notices sent by Federal Express, or other reputable air courier service will be deemed to have been received one business day after placement requesting delivery on the most expedited basis available. Notices sent by email will be deemed to have been received on the business day on which they were sent, unless such sending occurres after 5:00 p.m. in the local time of Franchisee, in which case they will be deemed to have been received on the following business day.

9.2 **Business Name**. You will execute any documents we may from time to time direct, to be retained by us until this Agreement ends, to evidence that you abandon, relinquish, and terminate your right or interest you may claim in or to the Service Marks and the name "GO Painting." If you operate your business as an entity, you will use an entity name that does not contain the name "GO Painting," but you will obtain a fictitious name for your business entitled "GO Painting of _____" which describes your ownership or location to specify and distinguish from any other entity's fictitious name.

9.3 **We and You Are Not Joint Venturers, Partners, or Agents**. You are and will remain an independent contractor. You and we are not and will never be considered joint venturers, partners, employees, or agents one for the other. Neither will have the power to bind nor obligate the other except as otherwise outlined in this Agreement. No representation will be made by either party to anyone that would create any apparent agency, employment, or partnership. Each will hold the other safe and harmless from each other's debts, acts, omissions, liabilities, and representations. You acknowledge that you are not in a fiduciary relationship with us.

In all public and private records, documents, relationships, and dealings, you will show that you are an independent owner of the Franchise. You will prominently indicate on your letterheads and business forms that you are our licensed franchisee by using language saying that you operate an independently owned Franchise. You will prominently display, by posting of a sign within public view, on or in the Franchise Premises (if at an office site or commercial location) and on any vehicles that you use, a statement that clearly indicates that your franchise business is independently owned and operated by you as a franchisee and not as our agent.

You will maintain employee records to show clearly that you and your employees are not our employees. All employees and independent subcontractors you employ must meet our character, quality and performance standards. All state and federal, workers compensation and insurance requirements must be met for all employees and sub-ontractors, including requirements we express in the Operations Manual.

The liability of you and your owners, shareholders, members or partners will be both joint and several. A breach of this Agreement by you or by any shareholder, member or partner will be a breach by all of the shareholders, members or partners and also by you.

9.4 **Waiver**. A waiver of any breach of any provision, term, covenant, or condition of this Agreement will not be a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

Any waiver of any provision of this Agreement must be set forth in writing and signed by the party granting the waiver. Any waiver we grant will not prejudice any other rights we may have and will be subject to our continuing review. We may revoke any waiver, in our sole discretion, at any time and for any reason, effective upon delivery to you of **10** days prior written notice of revocation. Customs or practices of the parties in variance with the terms of this Agreement will not constitute a waiver of our right to demand exact compliance with the terms of this Agreement. Our delay, waiver, forbearance, or omission to exercise any power or rights arising out of any breach or default by you of any of the terms, provisions, or covenants of this Agreement, will not affect or impair our rights and will not constitute a waiver by us of any right or of the right to declare any subsequent breach or default. Our subsequent acceptance of any payment due to us will not be deemed to be a waiver by us of any preceding breach by you of any terms, covenants or conditions of this Agreement.

By written notice, we unilaterally may waive any obligation of you, your owners, or the Guarantors.

Our consent, whenever required, may be arbitrarily withheld if you are in breach of this Agreement.

9.5 **Time Is of the Essence**. Time and strict performance are of the essence of this Agreement. ("Time is of the essence" is a legal term that emphasizes the strictness of time limits. In this Agreement, it means it will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement.)

9.6 **Documents**. You and your partners, shareholders, members, officers, and owners agree to execute and deliver any documents that may be necessary or appropriate during the term and upon expiration or termination of this Agreement to carry out the purposes and intent of this Agreement. Upon the expiration, termination or transfer of this Agreement, if you do not execute any document necessary in our judgment to comply with the requirements of this Agreement, then by this Agreement, you irrevocably nominate, constitute and appoint the person then serving as our President as your attorney-in-fact to so execute that document in your name and on your behalf.

Any material violation or breach of any of these documents or of any other Franchise or related agreement between the parties will be a material violation of this Agreement and of all the other documents and agreements. The non-breaching party may enforce or terminate this Agreement and any or all of the other documents and agreements as provided for enforcement or termination of this Agreement.

If you are a partnership, all general partners will sign the documents. If you are a corporation or limited liability company or other entity, all shareholders or members and all officers will personally guarantee your faithful performance.

You will assure that each of your owners, shareholders, general partners, members, directors, officers, managers, employees, consultants, distributors and agents will not compete with us; will not attempt to divert customers to competing businesses; will not induce the employees of us or of our franchisees to leave their employment; and will keep, preserve, and protect confidential information as required by this Agreement.

9.7 **Construction**.

A. Entire Agreement. This document, including any exhibits attached to this Agreement and the documents referred to in this Agreement, will be construed together and constitute the entire agreement between the parties. It supersedes all prior or contemporaneous agreements or understandings, whether written or oral, with respect to the subject matter of this Agreement. There are no other oral or implied understandings between the parties with respect to the subject matter of this Agreement. Except as expressly and otherwise provided in this Agreement, this Agreement may not be modified, nor may any rights be waived or abridged, orally or by course of dealing, but only by a written instrument signed by the parties. The words "this Agreement" include any future modifications unless otherwise suggested by the context. No salesperson, representative, or other person has the authority to bind or obligate us in any way, except our president or a vice president at our home office by an instrument in writing.

No previous communications, negotiations, course of dealing or usage in the trade not specifically set forth in this Agreement will be admissible to explain, modify, or contradict this Agreement. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third party will have the right to claim the benefit of any provision of this Agreement as a third party beneficiary of that provision.

Nothing in this Agreement or any related agreement is intended to disclaim the representations we made to you in our franchise disclosure document.

B. Format. All words in this Agreement include any number or gender as the context or sense of this Agreement requires. The words "will" and "must" used in this Agreement indicate a mandatory obligation. This Agreement has been prepared in the "you/we" format to simplify it and to facilitate our compliance with state and federal franchise disclosure laws. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement will specifically not be applicable to the interpretation of this Agreement.

C. Captions and Headings. All captions and headings are for reference purposes only and are not part of this Agreement. The recitals set forth in this Agreement are specifically incorporated into and constitute a part of the terms of this Agreement. If there is any typographical, word processing, printing or copying error in this Agreement, the error will be interpreted and corrected consistent with the following order of interpretation:

1. The content and expressed intent and exhibits of our Franchise Disclosure Document(s) previously delivered to you.

2. The content and expressed intent of franchise agreements we have executed with our other franchises reasonably contemporaneous to this Agreement.

D. Severability. If, any part of this Agreement is declared invalid, that declaration will not affect the validity of the remaining portion which will remain in full force and effect as if this Agreement had been executed with the invalid portion omitted. The parties declare their intention that they would have executed the remaining portion of this Agreement without including any part, parts, or portions which may be declared invalid in the future. Provided, however, that if we determine that the finding of invalidity materially and adversely affects the basic consideration of this Agreement, we may, at our option, terminate this Agreement.

E. Implied Covenants. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. If applicable law implies such a covenant, the parties acknowledge and agree that:

1. This Agreement (and the relationship of the parties which is inherent from this Agreement) grants us the discretion to make decisions, take actions or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests;

2. We will use our business judgment in exercising our discretion based on our assessment of our own interests and balancing those interests against the interests of the owners of other GO Painting businesses generally (including us, our franchisees and parties related to us) and specifically without considering the individual interests of you or any other particular franchisee;

3. We will have no liability to you for the exercise of our discretion in this manner, so long as our discretion is not exercised in bad faith toward you; and

4. In the absence of bad faith, no trier of fact in any judicial or arbitration proceeding will substitute its judgment for the business judgment we exercise.

F. Joint and Several. If, at any time during the term of this Agreement, you consist of two or more persons or entities (whether acting in partnership or otherwise and whether or not all have signed this Agreement), the rights, privileges and benefits granted to you in this Agreement may only be exercised and enjoyed jointly; and your obligations, liabilities and responsibilities under this Agreement will be joint and several obligations of each such person and entity.

9.8 **Enforcement**. From time to time there may be controversy about this Agreement, its interpretation, or performance or breach by the parties.

A. Mediation and Arbitration. If a dispute arises between the parties, prior to taking any other legal action, the parties agree to participate in at least **8** hours of mediation in accordance with the Mediation Procedures of the US Arbitration & Mediation Service or of any similar organization that specializes in the mediation of commercial business disputes. The Parties agree to equally share the costs of mediation.

From time to time there may be controversy, dispute, question or claim arising out of, in connection with or relating to this Agreement and its execution, delivery, existence, interpretation, construction, legality, validity, binding effect, enforceability, discharge, performance, non-performance or breach by the parties. This may include a claim that this Agreement, or any portion of it, is indefinite, invalid, illegal, or otherwise void, voidable or unenforceable. The controversy (unless related to trademark infringement or collection of delinquent payments) will be resolved by arbitration before an arbitrator from Utah County or as close thereto as can be reasonably identified selected by Franchisor, who shall decide the arbitration unless that arbitrator's recusal is requested for good cause, and the arbitrator's adjudication is terminated thereby, in which case, Franchisor shall designate a replacement arbitrator. The arbitration shall occur under the process and rules of the American Arbitration Association or its successor. Regardless of the Commercial Dispute process and the rules of the American Arbitration Association or its successor, there will be no arbitration on a class or consolidated basis. The arbitrator will have power and jurisdiction to decide the controversy or dispute solely according to the express provisions of this Agreement. The arbitrator may not alter, amend, delete, or add to the provisions of this Agreement by implication or otherwise. In any arbitration the parties will be entitled to injunctive relief or specific performance of the obligations of the other. The arbitrator will determine the prevailing party for purposes of this Section and may make a percentage award of reimbursable fees and expenses. The decision of the arbitrator made within its power or jurisdiction will be final and binding. The decision may be entered as a judgment in any court of law having jurisdiction.

The provisions of this Section will be construed as independent of any other covenant or provision of this Agreement; provided that if a court of competent jurisdiction determines that any the provisions are unlawful in any way, the court will modify or interpret the provisions to the minimum extent necessary to have them comply with the law. Notwithstanding any provision of this Agreement relating to the laws under which this Agreement will be governed by and construed under, all issues relating to its appropriateness for arbitration or the enforcement of the agreement to arbitrate contained in this Agreement will be governed by the Federal Arbitration Act (9 U.S.C. §_1 et seq.) and the federal common law of arbitration. The provisions of this Section will not limit our right to seek and obtain any provisional or final remedy, including, but without limitation, injunctive relief, an order for payment of any monies due and owing by you, an order for recovery or delivery up of possession, or for specific performance, or similar relief, from any court of competent jurisdiction, as may be necessary in our sole judgment to protect the Service Marks and the GO Painting System and our confidential information and property rights, to enforce the restrictive covenants of this Agreement, to enforce our contractual rights, and to protect against actual or threatened conduct that on balance would cause or be likely to cause loss or damage if allowed to continue pending completion of an arbitration proceeding.

This arbitration provision is self-executing, and in the event that any party fails without good cause (i) to appear at any properly noticed arbitration proceeding or (ii) to make payment in full of its share of the required arbitration fees and costs within 10 days after notice and demand, absent a previously issued court order to the contrary, then a final award may be entered against such party notwithstanding the failure to appear or to make the required payment.

B. Injunctive Relief and Specific Performance. Either party may obtain in any court of competent jurisdiction specific performance and injunctive relief to restrain a violation by the other party of any term or covenant of this Agreement. Nothing contained in this Agreement will bar us or you to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause you or us loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions.

C. Governing Law and Venue. You acknowledge that we have appointed and intend to appoint many franchisees on terms and conditions similar to those set forth in this Agreement. It mutually benefits those franchisees, you and us if the terms and conditions of these license agreements are uniformly interpreted. This Agreement is accepted by us in the State of Utah and will be governed by the substantive laws of Utah without regard to Utah choice of law provisions. Provided, however, that any law of the State of Utah that regulates the sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section. Utah laws will prevail, except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051, et seq.) and except in those states whose franchise laws require exclusive application of those laws. This choice of laws will not include and does not extend the scope of application of any Utah franchise or business opportunity laws except as they may otherwise apply pursuant to their terms and definitions. No franchise or business opportunity, antitrust, "implied covenant," unfair competition, fiduciary or any other doctrine of law statute, law or regulation of Utah or any other state is intended to be made applicable to this Agreement unless it would otherwise apply absent this paragraph. The foregoing will not be construed as a waiver of any of your rights under a ny applicable franchise registration, disclosure or relationship law of another territory, state or commonwealth. Any portion of this Agreement that requires enforcement in any other state, and is enforceable under the laws of that state but not of Utah, will be construed and enforced according to the laws of that state. All issues or disagreements relating to this Agreement will be mediated, arbitrated, tried, heard, and decided in Utah County, Utah, which you agree is the most convenient venue for these purposes, and the jurisdiction and venue of which you submit to hereby as the exclusive jurisdiction and venue for such disputes. You acknowledge and agree that this location for venue is reasonable and the most beneficial to the needs of and best meets the interest of, all of the members of the GO Painting franchise system.

D. Remedies. You recognize the unique value and secondary meaning attached to the GO Painting System, the Service Marks and our standards of operation and trade practices. You agree that any noncompliance with the terms of this Agreement or any unauthorized or improper use of the GO Painting System or the Service Marks will cause irreparable damage to us and our franchisees. You agree that if you engage in any unauthorized or improper use, during or after the period of this Agreement, we will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by laws.

No right or remedy conferred upon us is exclusive of any other right or remedy in this Agreement or provided by law or equity. Each will be cumulative of every other right or remedy.

We may employ legal counsel or incur other expense to collect or enforce your obligations or to defend against any claim, demand, action or proceeding because of your failure to perform your obligations. Legal action may be filed by or against us and that action

or the settlement of it may establish your breach of this Agreement. If either event occurs, we may recover from you the amount of our reasonable attorney fees and all other expenses we incur in collecting or enforcing that obligation or in defending against that claim, demand, action or proceeding.

You agree that the existence of any claims you may have will not constitute a defense to the enforcement by us of any of the confidentiality requirements and covenants not to compete described in this Agreement. You acknowledge that any violation of the confidentiality requirements and covenants not to compete would result in irreparable injury to us for which no adequate remedy at law may be available and you accordingly consent to the issuance of an injunction prohibiting any conduct by you in violation of the terms of the covenants not to compete.

You agree that each of the confidentiality requirements and covenants not to compete described in this Agreement will be constructed as independent of any other covenant or provision. If all, parts or any portion of any covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which we are a party, you expressly agree 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 this Agreement. Each of the covenants described in this Agreement is a separate and independent covenant in each of the separate counties and states in the United States in which we transact business. To the extent that any covenant may be determined to be judicially unenforceable in any county or state, that covenant will not be affected with respect to any other county or state. You understand and acknowledge that we will have the right, in our sole discretion, to reduce the scope of any of covenants, confidentiality requirements or covenants not to compete set forth in this Agreement that apply to you or to any other of our franchisees. We may do so without your consent, effective immediately upon your receipt of written notice. You agree that you will comply with any covenant that pertains to you as we so modify it.

You acknowledge we will suffer immediate and irreparable harm that will not be compensable by damages alone if you repudiate or breach any of the provisions of any part of this Agreement that relates to the confidentiality or protection of confidential information and trade secrets or your covenants to not compete against us or our franchise system or your threats or attempts to do so. For this reason, under those circumstances, we, in addition to and without limitation of any other rights, remedies or damages available to us at law or in equity, will be entitled to obtain temporary, preliminary and permanent injunctions in order to prevent or restrain the breach, and we will not be required to post a bond as a condition for the granting of this relief. You also agree that a violation of any of our your confidentiality or non-competition covenants will entitle us, in addition to all other remedies available at law or equity, to recover from you any and all funds, including, without limitation, wages, salary, and profits, which will be held by you in constructive trust for us, received by you in connection with such violation.

You specifically acknowledge the receipt of adequate consideration for the confidentiality and non-competition covenants contained in this Agreement and that we are entitled to require you to comply with these covenants. Those covenants will survive termination or expiration of this Agreement. You represent that if this Agreement expires or is terminated, whether voluntarily or involuntarily, you have experience and capabilities sufficient to enable you to find employment or otherwise earn a livelihood in areas which do not violate this Agreement and that our enforcement of a remedy by way of injunction will not prevent you from earning a livelihood.

E. Attorneys Fees. The prevailing party in any arbitration, insolvency proceeding, bankruptcy proceeding, suit, or action to enforce this Agreement will recover its arbitration, proceeding, and court costs and reasonable attorney fees and previously incurred mediator fees. These will be set by the arbitration, proceeding or court, including costs and attorney fees on appeal or review from the arbitration, proceeding, suit, or action. "Prevailing party" means the party who recovers the greater relief in the proceeding.

9.9 **Other Agreements**. If you or any of your shareholders, partners, or officers violate any material provision of any other franchise or similar agreement with us, that breach will be considered a breach of this Agreement and of the other agreements. We then may terminate or otherwise enforce this Agreement and the other agreements.

Whenever this Agreement requires that you enter into a release, such as for a transfer or renewal, the release will be in substantially the following form:

> You (and your owners, members, partners, officers, and directors) agree to the following general release, subject to and following laws applicable in your jurisdiction, to release us from any claims you may have against us:
>
> In consideration of the mutual covenants and understandings set forth in this release agreement, you release and discharge us and our current and former owners, partners, directors, officers, employees and agents from all obligations, duties, covenants and responsibilities to be performed under the franchise agreement with us related to the franchise and the franchise premises ("your Prior Franchise Agreement").

You release and forever discharge us and our current and former owners, partners, directors, officers, members, employees and agents from any and all claims, demands, actions or causes of action of every name, nature, kind and description whatsoever, whether in tort, in contract or under statute, arising directly or indirectly out of the negotiation of, execution of, performance of, nonperformance, or breach of your Prior Franchise Agreement and any related agreements between you and us and out of any other action or relationship between you and us arising prior to the date of the release agreement.

You represent that this release has been read and that it is fully understood and voluntarily accepted. The purpose of this release is to make a full, final and complete settlement of all claims against us, known or unknown, arising directly or indirectly out of your Prior Franchise Agreement and the relationship between you and us prior to the date of the transfer [renewal] agreement including, but not limited to, economic loss.

It is expressly understood and agreed that this release is intended to cover and does cover not only all known losses and damages but any further losses and damages not now known or anticipated but which may later develop or be discovered, which arise under your Prior Franchise Agreement prior to the date of the transfer [renewal] agreement, including all effects and consequences.

These releases are intended to waive, release and discharge all claims against us, other than these expressly reserved, with the express waiver of any statute, legal doctrine or other similar limitation upon the effect of general releases. In particular, the parties waive the benefit of any applicable statutory provision such as by illustration, California Civil Code Section 1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

You will waive the benefit of both statute and any other legal doctrine or principle of similar effect in any jurisdiction.

9.10 **Agreement Binding on Successors and Assigns**. This Agreement benefits and binds the respective heirs, executors, administrators, successors, and assigns of the parties.

9.11 **Execution in Counterparts and Our Acceptance**. This Agreement will be binding upon you at the time you sign it and deliver it to us. This Agreement will not be binding upon us until we accept it in writing by one of our principal officers at our home office. If we do not accept it within **60** days, this Agreement will no longer be binding upon you. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will constitute an original. Delivery of executed signature pages of this Agreement by facsimile transmission will constitute effective and binding execution and delivery of this Agreement. Electronic signatures shall be deemed effective as well as manual signatures.

9.12 **Approval by Shareholders, Members or Partners**. If you are a corporation, limited liability company, partnership or other entity, we will not be bound until your shareholders, members or partners read and approve this Agreement, agree to the restrictions on them (including restrictions on the transfer of their interest in the Franchise and the restrictions and limitations on their ability to compete with us), and jointly and severally guarantee your performance under this Agreement. We may request a copy of the Resolution approved by your partners, members, shareholders, owners or directors as confirmation of your fulfillment of this requirement and authorizing your execution of this Agreement.

Your ownership certificates will have conspicuously endorsed upon them a statement that they are subject to, and that further assignment or transfer of them is subject to, the restrictions imposed upon assignments by this Agreement.

If You are an entity with more than one owner, the partnership agreement, shareholders agreement, limited liability operating agreement or other similar agreement for the entity ("Owners Agreement") must contain the following provisions which will supersede any contrary provisions in that agreement:

1. Your owners ("Owners") agree to submit any dispute you cannot resolve relating to the operation and management of the franchise business to mediation, and if such mediation does not resolve the matter, to arbitration The decision of the arbitrator will be final and subject to enforcement by the courts of competent jurisdiction.

2. The term "operations and management" includes, but is not limited to, questions relating to:

A. Allocations of management responsibilities between the Owners;
B. Contributions to capital for purposes of business operations, repairs and remodeling;
C. The reasonable salaries of the Owners;
D. Marketing efforts;
E. The termination of the employment of an Owner;
F. Procedures for making and implementing management decisions;
G. Whether on Owner has performed duties with respect to the operation or management of the franchise business.

3. Unless the Owners and the arbitrator agree in writing otherwise, "operation and management" does not include questions relating to:

A. Allocations. computations or distributions of profit or loss:
B. Accounting issues;
C. Elections of officers of the entity;
D. Investments of cash not necessary for the operation of the business;
E. Determining whether an Owner is disabled or incompetent within the meaning of the Owners Agreement;
F. The fair market value of the Owners' interests in the entity;
G. Whether an event has occurred, which gives rise to a right to buy the interest of an Owner other than a right resulting from an Owner's default determined to exist under 2, above;
H. Whether an Owner has met his obligations to purchase the interest of any current or former Owner;
I. Matters relating to the winding up of the entity after a dissolution;
J. Matters relating to the legal validity of the Owners Agreement.

4. The Owner's agreement must provide that the Owner or Owners who are to be responsible for operation of the franchise business must own 50% or more of the capital interests in the entity and that the Owners of the entity must have voting rights proportionate to their interests in capital.

5. The Owners agree to notify us in writing of their intent to enter into, modify or amend any Owners Agreement. Notice must be given at least 10 business days before they enter into that agreement, modification or amendment. The purpose of this notice is to enable us to review it for compliance with this section.

6. Inclusion of these provisions in the Owner's Agreement will be a condition to our consent to the transfer of the franchise to an entity.

9.13 **Personal Guarantee**. The undersigned Franchisees or Guarantors are all of your partners, members, shareholders or owners. They jointly, severally, irrevocably, and unconditionally guarantee to us the due and punctual observance and performance by you of all of your obligations under this Agreement and any other agreement to which we and you are parties. Each Guarantor agrees to guarantee us against all liability, loss, harm, damage, costs, and expenses (including attorney fees) that we may incur because of your failure to observe your obligations. The liabilities and obligations of each Guarantor will not be released, discharged, or affected by our release or discharge of or dealing with you under any of these agreements; or by anything we do, suffer, or allow to be done in relation to you; or by change, alteration, or modification of any of the agreements; or by any compromise, arrangement, or plan of reorganization affecting you; or by your bankruptcy or insolvency; or by any other act or proceeding in relation to you or any of the agreements by which any Guarantor might otherwise be released. The liabilities and obligations of each Guarantor pursuant to this Guarantee will be continuing in nature and will terminate only on the satisfaction of your obligations under this Agreement. A fresh cause of action will arise in respect of each breach by you producing a liability of any Guarantor.

The Guarantors agree that it shall not be necessary for us or our assigns to institute suit or exhaust our legal remedies against you in order to enforce this guaranty. Guarantors agree that we may from time to time extend the time for performance or otherwise modify, alter, or change this Agreement, may extend the time for payment of all sums guaranteed, and may receive and accept notes, checks, and other instruments for the payment of money made by you and extensions or renewals without in any way releasing or discharging Guarantors from their obligations. This guaranty shall not be released, extinguished, modified, or in any way affected by our failure to enforce all the rights or remedies available to it under this Agreement. Our release of one or more Guarantor will not operate as a release of the other Guarantors.

9.14 **Representations and Acknowledgements**.

A. **Receipt of Disclosure Documents**. You acknowledge that you have received our Franchise Disclosure Document at the earlier of (1) the first personal meeting with us (in New York and Rhode Island); or (2) 14 calendar days before signing any franchise or related agreement or making any payment with the franchisor or an affiliate in connection with the franchise sale (10 business days in California, Michigan, New York, Oregon, Rhode Island, Washington and Wisconsin). In addition, you acknowledge either:

a.1. receipt of this Agreement containing all substantive terms at the time of delivery of the Franchise Disclosure Document; or

a.2. if we unilaterally or materially altered the terms and conditions of our standard franchise agreement or any related agreements attached to the Franchise Disclosure Document, you acknowledge that you received a complete and final copy of this Agreement and its exhibits not less than **7** calendar days before you signed this Agreement.

B. **You Have Read and Understand this Agreement**. You acknowledge that you have had ample to read and have read this Agreement and our Franchise Disclosure Document. You understand and accept the terms, conditions and covenants contained in this Agreement. They are necessary to maintain our high standards of quality, service and uniformity at all franchises. They protect and preserve the goodwill of the Service Marks and the confidentiality and value of the GO Painting System. You have received advice from advisors of your own choosing regarding all pertinent aspects of this Franchise and the franchise relationship created by this Agreement. You also acknowledge that you believe you have made a good decision for yourself or your partners or your corporation based upon what you believe is your ability to run and control a business of your own.

C. **Varying Forms of Agreement**. You are aware that some present and future **GO Painting** franchisees may operate under different forms of agreement and, consequently, that our obligations and rights in respect to our various present and future franchisees may differ materially in certain circumstances.

D. **Speculative Success**. The success of your franchise is speculative and depends, to a large extent, upon your ability as an independent businessperson. You recognize that the business venture contemplated by this Agreement involves business risks. We do not make any representation or warranty, express or implied, as to the potential success of the Franchise.

E. **Independent Investigation, No Projections or Representations**. You acknowledge that you have entered this Agreement after conducting an independent investigation of us and of the Franchise. Your success will be dependent upon your ability as an independent businessperson. You have not relied upon any representation as to gross revenues, volume, cost savings, potential earnings or profits which you in particular might realize. Except as outlined in Item 19 of our Franchise Disclosure Document, we expressly disclaim the making of, and you acknowledge that you have not received, any representation, warranty, or guarantee, express or implied, concerning the potential revenues, cost savings, volume, profits, or success of the business venture contemplated by this Agreement. You acknowledge that neither we, nor any of our officers, directors, shareholders, employees, agents or servants, made any other representation about the business contemplated by this Agreement or that are not expressly set forth in this Agreement or our Franchise Disclosure Document to induce you to accept this Franchise and execute this Agreement. Any oral representations made by our representatives to you, whether or not set forth in earlier versions of our standard form franchise agreement, have either been ratified by us by including the representations in this document or have been disavowed by excluding them from this Agreement.

F. **No Review of Business Plans, Loan Applications**. Prior to your execution of this Agreement, we have not given you any advice or review of any of your business plans or third party loan applications related to your purchase of and proposed operation of the franchise. We do not receive or review business plans and loan applications before a franchisee signs the relevant franchise agreement. We have strongly recommended that you retain and work with your own independent accountant and financial advisors to fully review all financial aspects of your potential franchise investment for you. You acknowledge that we will not provide financial assistance to you and that we have made no representation that we will buy back from you any products, supplies, or equipment you purchase in connection with your franchise.

G. **Your Location and Market Area**. You acknowledge that we will not provide or designate locations for you. You have investigated the potential of the market area in which you are to establish and operate your franchise business and the laws

and regulations applicable thereto. You agree and represent that that market area is reasonable and the Initial Franchise Fee represents fair consideration for the opportunity to establish and operate a GO Painting franchise.

H. **Health and Full-Time Participation**. You acknowledge that a GO Painting business involves hard work and sometimes long hours, similar to most small businesses that are owner operated. We have not represented that this business is going to be easy for you, your partners, officers or directors. You or your majority owner if you are a corporation, limited liability company or partnership, must actively participate in the daily affairs of the business. You represent that you or your majority owner are in good health and able to devote your full time and best efforts in the day-to-day operations of your franchised business or that you have the business management skills necessary to successfully hire a general manager to run the day to day operations of your franchised business.

I. **Terrorism, Convictions, Immigration Status**. Neither you, nor your spouse, nor your children, nor your parents, nor anyone who has an interest in or who will manage the franchise, nor any of your partners or affiliates:

1. supports terrorism,
2. provides money or financial services to terrorists,
3. receives money or financial services from terrorists or institutions that support terrorists
4. is engaged in terrorism, or
5. is on the current U.S. government lists of persons and organizations that support terrorism as provided for by law, such as the list of "Specially Designated Nationals" and "Blocked Persons" under the "USA Patriot Act" 18 USC Section 1900 et seq.

Neither you nor any of these persons has engaged in or been convicted of fraud, corruption, bribery, money laundering, narcotics trafficking or other crimes, and each is eligible under applicable U.S. immigration laws to communicate with and travel to the United States to fulfill your obligations under your agreements with us.

J. **We May Investigate**. We may conduct investigations and make inquiries of any person or persons we, in our reasonable judgment, believe appropriate concerning the credit standing, character, and professional and personal qualifications of you and your owners, shareholders, members and partners. You authorize us to conduct these investigations and to make these inquiries. We agree to comply with the requirements of laws that apply to these investigations and inquiries.

K. **Supplier Approval**. You acknowledge that while you may propose alternate suppliers for products and services, the proposed suppliers may not qualify. You further acknowledge that our approved suppliers may be the only source of supply for products and services required in the Franchise.

L. **Operations Manual**. You acknowledge that the Operations Manual is loaned to you by us and at all times the Operations Manual and any updated or amended pages remain our property and that the copyright in the Operations Manual and all associated materials is vested in us. You agree to return to us the Operations Manual and any updated or amended pages immediately upon written demand.

M. **NO REPRESENTATIONS, PROJECTIONS, OR WARRANTIES**. WE HAVE NOT MADE ANY REPRESENTATIONS, PROMISES, GUARANTEES, PROJECTIONS, OR WARRANTIES OF ANY KIND TO YOU, YOUR OWNERS, OR THE GUARANTORS TO INDUCE THE EXECUTION OF THIS AGREEMENT OR CONCERNING THIS AGREEMENT EXCEPT AS SPECIFICALLY SET FORTH IN WRITING IN THIS AGREEMENT AND IN OUR FRANCHISE DISCLOSURE DOCUMENT THAT WE DELIVERED TO YOU. YOU ACKNOWLEDGE THAT NEITHER WE NOR ANY OTHER PARTY HAS GUARANTEED YOUR SUCCESS IN THE BUSINESS CONTEMPLATED BY THIS AGREEMENT.

10 **SIGNATURES**

IN WITNESS, the parties have executed this Agreement on the day and year first above written.

("we/us"):	(jointly and severally "you"):
By: _____	By: _____
Title: _____	Title: _____
	By: _____
	Title: _____

Attachment 1

Insurance Requirements

Franchisor Entity Name	Go Painting, LLC
Address	1108 E South Union Ave
City, State, Zip	Midvale UT 84047

Additional Insured	General Liability
	Commercial Auto Liability
Waiver of Subrogation	General Liability
	Commercial Auto Liability
	Workers Compensation
Primary & Non-Contributory	General Liability
	Commercial Auto Liability
Insurance Carrier	≥ A- VII AM Best

General Liability

Each Occurrence	$1,000,000
General Aggregate	$2,000,000
Products / Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury	$1,000,000
Damage to Rented Premises	$100,000
Medical Expenses	$5,000

Contractual liability & independent contractors liability	Included
Occurrence Form	Included
Stop Gap for Monopolistic States	Included

Franchisee Owned Commercial Auto

Combined Single Limit	$1,000,000
Uninsured Motorist	$1,000,000
Underinsured Motorist	$1,000,000
All Owned Autos, Hired Auto, Non-Owned Auto	Included

Workers Compensation & Employers Liability

Bodily Injury by Disease, Each Accident	$1,000,000
Bodily Injury by Disease, Policy Limit	$1,000,000
Bodily Injury by Disease, Each Employee	$1,000,000

- Regardless of state laws (TX)
- Cannot exclude owner operators
- Must include uninsured independent contractors

Property / Equipment / Business Interruption

Business Personal Property	Full replacement cost of total value
Equipment Coverage	$10,000
Business Interruption	No less than $100,000
Franchisor Royalties	Included

Umbrella

Occurrence	$3,000,000
Aggregate	$3,000,000

Underlying Coverages	General Liability

Optional Coverages

3rd Party Crime

Each Claim	$50,000
Form	Loss Discovered

Employment Practices Liability

Occurrence	$250,000
Aggregate	$250,000
3rd Party Liability	Included
Wage & Hour	Included
Max Deductible	$10,000

Cyber Liability

Each Occurrence	$250,000
Aggregate	$250,000

Attachment 2 – Guaranty Agreement

GUARANTY OF FRANCHISEE'S OBLIGATIONS

This Guaranty of Franchisee's Obligations (Guaranty) is entered into as of the date that the Parties sign below (Effective Date) between Go Painting, LLC (Franchisor), and _____ (Franchisee) and _____, whose address is _____ and _____, whose address is _____ (herein jointly and severally known as Guarantor(s)). Any capitalized term not defined here will have the meaning given it in the Franchise Agreement.

RECITALS

Franchisee signed a franchise agreement with Franchisor on the ____ day of _____, 20__ (Franchise Agreement). As an inducement to the Franchisor for granting Franchisee rights under the Franchise Agreement, the Guarantor(s) agreed to guarantee the payment and performance of Franchisee under the Franchise Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants found herein and for other good and valuable consideration, which consideration is deemed to be adequate by all parties, each of the undersigned personally and unconditionally agrees to the following:

COVENANTS

1. Guarantor(s) guarantee to Franchisor and its successors and assigns, for the Term of the Franchise Agreement, including any amendments or renewals, that the Franchisee shall timely pay any amount required by the Franchise Agreement and shall perform every undertaking, agreement, and covenant under the Franchise Agreement and any addenda or Exhibits attached as each may be amended or renewed.

2. Guarantor(s) further agrees to be personally bound by every Term of the Franchise Agreement, as amended or renewed, and agrees to be personally liable for the breach of, and, if permitted, the cure of every breach of any term, covenant, or condition of the Franchise Agreement. Guarantor(s) agree that this Guaranty is one of payment and performance and not one of just collection.

3. By signing this Guaranty, each Guarantor further agrees that each shall also be subject to all restrictive covenants in the Franchise Agreement, including all covenants of Article 6, any in-term or post-term covenants not to compete, found at Article 15, and all indemnification provisions of the Franchise Agreement.

4. As part of the inducement given to Franchisor by the Guarantor(s) to permit the Franchisee to enter into the Franchise Agreement, the Guarantor(s) further agree to waive the following,

   a. acceptance and notice of acceptance of the undertaking;

   b. notice of demand for payment of any indebtedness or notice of any nonperformance of any obligations guaranteed;

   c. protest and notice of default concerning the indebtedness or nonperformance of any obligations guaranteed;

   d. any right Guarantor may have to require that any action be first brought against Franchisee or any other person or entity as a condition of liability; and

   e. all other notices and legal or equitable defenses to which Guarantor may be entitled.

5. Guarantor(s) further consent and agrees that:

a. Guarantor is directly and immediately liable under this Guaranty, and if signed by more than one Person, such liability is joint and several;

b. Guarantor(s) shall render any payment or performance required under the Franchise Agreement upon demand of Franchisor if Franchisee fails or refuses punctually to do so;

c. Guarantor(s) performance shall not be contingent or conditioned upon the pursuit of any remedies against Franchisee or any other person;

d. Guarantor(s) liability shall not be diminished, relieved, or otherwise affected by an extension of time, credit, or another indulgence, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims which Franchisor may from time to time grant to Franchisee or any other person, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the Term of the Franchise Agreement, including renewals thereof;

e. this Guaranty will be continuing and irrevocable during the Term of the Franchise Agreement, including renewals thereof; and,

f. Franchisor's rights under this Guaranty will not be exhausted by any action of Franchisor until all of the terms, covenants, and conditions of the Franchise Agreement have been met.

6. Guarantor waives all of the following, whether created or imposed by or under statute, common law or otherwise:

a. any right to require Franchisor to proceed against Franchisee or any other person or any security now or hereafter held by Franchisor or to pursue any other remedy whatsoever;

b. any defense based upon any legal disability of Franchisee or any Guarantor, or any discharge or limitation of the liability of Franchisee or any Guarantor to Franchisor, or any restraint or stay applicable to actions against Franchisee or any other Guarantor, whether such disability, discharge, limitation, restraint or stay is consensual, or by order of a court or other governmental authority, or arising by operation of law or any liquidation, reorganization, receivership, bankruptcy, insolvency or debtor-relief proceeding, or from any other cause;

c. all setoffs, counterclaims, presentment, demand, protest, or notice of any kind, except for any notice which may be expressly required by the provisions of this Guaranty.

d. any defense based upon the modification, renewal, extension, or other alteration of the obligations under the Franchise Agreement, or of the documents executed in connection the Franchise Agreement;

e. any defense based upon the negligence of Franchisor, including, without limitation, the failure to file a claim in any bankruptcy of the Franchisee or any guarantor;

f. all rights of subrogation, reimbursement, and indemnity;

g. any defense based upon or related to Guarantor's lack of knowledge as to Franchisee's financial condition;

h. all rights to revoke this Guaranty in whole or in part;

i. any defense based upon any action taken or omitted by Franchisor in any bankruptcy or other insolvency proceeding involving Franchisee; and,

j. all rights and defenses arising out of an election of Franchisor's remedies, even though that election of remedies

impairs or destroys Guarantor's right of subrogation or reimbursement against Franchisee.

7. Guarantor agrees to pay upon Franchisor's demand, Franchisor's reasonable out-of-pocket costs and expenses, including but not limited to attorneys' fees, costs, and disbursements, incurred to collect or enforce any of the terms, covenants, or conditions of the Franchise Agreement, or this Guaranty, regardless whether any lawsuit is filed.

8. Guarantor, and each of the persons or entities executing this Guaranty as Guarantor individually makes the following representations and warranties, which are deemed to be continuing representations and warranties until payment and performance in full of terms, covenants, and conditions of the Franchise Agreement:

a. Guarantor has all the requisite power and authority to execute, deliver, and be legally bound by this Guaranty on the terms and conditions herein stated;

b. this Guaranty constitutes the legal, valid, and binding obligations of Guarantor enforceable against Guarantor under its terms;

c. the execution and delivery of this Guaranty and the consummation of the transaction contemplated will not, with or without notice or lapse of time, (i) constitute a breach of any of the terms and provisions of any note, contract, document, agreement, or undertaking, whether written or oral, to which Guarantor is a party or to which Guarantor's property is subject; (ii) accelerate or constitute any event entitling the holder of any indebtedness of Guarantor to accelerate the maturity of any such indebtedness; (iii) conflict with or result in a breach of any writ, order, injunction or decree against Guarantor of any court or governmental agency or instrumentality; or (iv) conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation;

d. No consent of any other person is required in connection with the valid execution, delivery, or performance by Guarantor of this Guaranty; and,

e. this Guaranty and any other statement furnished by Guarantor to Franchisor contain no untrue statements of a material fact or omits to state a material fact necessary to make the statements contained herein or therein true and not misleading.

9. Each Guarantor understands and agrees that each is bound by the Dispute Resolution covenants of the Franchise Agreement found at Article 16, which are incorporated herein by this reference as if fully set forth here.

10. The Recitals are incorporated herein by this reference.

DONE AS OF THE EFFECTIVE DATE

FRANCHISOR	**FRANCHISEE**
Go Painting, LLC	
By: _____	By: _____
President	Print Name: _____
date: _____	Date: _____
	IF FRANCHISEE IS/ARE INDIVIDUALS
Signature _____	Signature: _____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

SCHEDULE A
FRANCHISE TERRITORY

The Marketing Territory shall be as follows:

The Work Territory shall be as follows:

FRANCHISE
AGREEMENT
SCHEDULE B
ACH Authorization

AGREEMENT FOR PREAUTHORIZED PAYMENTS

Go Painting, LLC ("COMPANY")

The undersigned ("DEPOSITOR'') authorizes COMPANY to initiate debit entries to the Checking Account indicated below at the DEPOSITORY named below, and authorizes DEPOSITORY to debit to such account all entries COMPANY initiates.

DEPOSITORY
NAME_____
BRANCH_____

CITY_____
STATE_____

CHECKING ACCOUNT
NO._____

ROUTING NUMBER_____

DEPOSITOR agrees that this authorization will remain in full force and effect until DEPOSITOR has given COMPANY written notice of its revocation in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on the notice.

DEPOSITOR'S
NAME_____
FEIN_____

DEPOSITOR'S
SIGNATURE_____

TITLE OF PERSON SIGNING (if signed in a representative capacity)_

DATE_____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE DEPOSITOR MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE DEBIT ORIGINATOR (COMPANY) IN THE MANNER SPECIFIED IN THE

AUTHORIZATION.

PLEASE ATTACH VOIDED CHECK OF THE BANK ACCOUNT TO BE DEBITED

Franchise Disclosure Document Exhibit C

CONDITIONAL ASSIGNMENT

_____("you") operate your franchise business at _____. In consideration of the granting of a franchise to you and other valuable consideration given by **Go Painting, LLC**, a Utah limited liability company ("us"), you assign to us all telephone numbers and listings you use in the operation of the franchise., together with administrator or comparable privileges for all web page(s), online marketing accounts, social media accounts, directories, accounts through which customers have a point of contact with you, accounts with marketing affiliates, or related items. Upon our exercise of this assignment for any event of termination, we assume the performance of all of the terms, covenants and conditions of your agreement with the provider(s) concerning the web presence or listings with the full force and effect as if we had been originally issued the accounts, listings, or points of contact. We will hold this assignment, and will deliver it to the providers or other interested third parties only upon termination of the Franchise Agreement between us and you dated _____.

DATED this ___day of _____, 20__.

("we/us"):	(jointly and severally "you"):
By: _____	By:_____
Title: _____	Title: _____

Exhibit D – Standard Regional Program Addendum

Addendum to Franchise Agreement – Regional Marketing Program

This ADDENDUM is made in connection with the Franchise Agreement by and between Go Painting, LLC, a Utah limited liability company ("Franchisor") and _____ ("Franchisee"), dated _____ (the "Franchise Agreement").

WHEREAS, Franchisor and Franchisee are parties to a franchise agreement dated (the "Franchise Agreement"), which granted Franchisee the right to open and operate a Go Painting franchise in (the "Franchised Business");

WHEREAS, Franchisee's protected marketing territory adjoints or is reasonably proximate to others in the same major metropolitan market;

WHEREAS, Franchisor desires to facilitate cooperative marketing efforts among all franchisees operating a Go Painting franchised business in the same major metropolitan market and to further such desires has initiated and implemented a marketing cooperative program (the "Regional Marketing Program"), as the same may be modified by Franchisor in its sole discretion;

WHEREAS, Franchisor has designated certain ZIP codes in the area as a " Protected Area" (see Attachment 1 hereto, incorporated by reference), and listed such ZIP codes as not for sale so as to allow their use by franchisees in the area, as reasonably designated by Franchisor, who enroll in the Regional Marketing Program and remain in good standing;

WHEREAS, Franchisor and Franchisee desire to formally enroll Franchisee in the Regional Marketing Program encompassing the Franchised Business; and

WHEREAS, Franchisor and Franchisee desire to amend and supplement the terms of the Franchise Agreement by and between Franchisor and Franchisee, according to the terms of this Addendum and in furtherance of the foregoing;

NOW THEREFORE, in consideration of the terms and conditions of this Addendum, inclusive of its mutual exchange of rights and obligations, and other valuable consideration received in hand and acknowledged as sufficient, Franchisor and Franchisee agree to amend the Franchise Agreement and all prior Addenda as follows:

1. The Recitals are incorporated herein by reference.
2. Franchisor and Franchisee agree that this Addendum operates to hereby enroll Franchisee in Franchisor's Regional Marketing Program with respect to the Protected Area as Franchisor has designated such area (see Attachment 1) or as it may be modified by Franchisor in its reasonable discretion. Such enrollment shall remain conditioned upon Franchisee remaining in good standing under the Franchise Agreement, for so long as Franchisor provides the aforesaid Regional Marketing Program to any franchisee, or until the Franchise Agreement terminates or expires.
3. The Franchise Agreement shall be amended such that the license and permissions pertaining to Franchisee's protected marketing territory as set forth in Section 12 of the Franchise Agreement shall be

extended and apply to permit Franchisee to undertake marketing activities within the Protected Area.

4. Franchisor and Franchisee agree that the license to undertake marketing activities in the Protected Area shall be non-exclusive; further that such license shall extend only to marketing activities.

5. In the event that Franchisor implements any future modifications to the designation or availability of the ZIP Codes within the Reserved Area, including any future sale, reassignment, or changes to the co-op structure, any customer relationships or accounts for which Franchisee has performed work after independently establishing such relationship or account prior to such modification by Franchisor may thereafter continue to be serviced by Franchisee, notwithstanding such modification.

The Franchise Agreement shall, except as amended, remain enforceable upon the parties in the same manner as if the terms of the Addendum had formed part of the Franchise Agreement presented to and signed by the Franchisee and the Franchisor. The terms and provisions of this addendum shall supersede any contradictory terms or provisions contained in the Franchise Agreement, and shall apply to additional franchise agreements as may be entered into in the future between Franchisor and Franchisee during the Term of the Franchise Agreement. The terms and provisions of this addendum shall be maintained **confidential** and shall not be disclosed to any non-party except as may be required by law or by order of a court of competent jurisdiction.

Except as hereby amended, altered, supplemented or changed, the rights of the Parties under the Franchise Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the _____ day of _____ , 20_____.

FRANCHISOR	FRANCHISEE
("we/us"):	(“you”)
Go Painting, LLC	_____
By: _____	By: _____
Title: _____	Title:_____

Attachment 1: Regional Marketing Program

The following ZIP codes shall be designated as the Protected Area as referenced in the Addendum:

Franchise Disclosure Document Exhibit E

FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT STATE LAW ADDENDUM

The following modifications and additions are part of the GO Painting Franchise Disclosure Document ("FDD") and Franchise Agreement ("FA") as required by relevant state laws.

These states have statutes which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of the Franchise:

ARKANSAS (Stat. Section 70-807)
CALIFORNIA (Bus. & Prof. Code Sections 20000-20043)
CONNECTICUT (Gen. Stat. Section 42-133e et seq.)
DELAWARE (Code, tit.)
HAWAII (Rev. Stat. Section 482-E1)
ILLINOIS (815 ILCS 705/1-44)
INDIANA (Stat. Section 23-2-2.7)
MICHIGAN (Stat. Section 19.854(27))
MINNESOTA (Stat. Section 80C.14)
MISSISSIPPI (Code Section 75-24-51)
MISSOURI (Stat. Section 407.400)
NEBRASKA (Rev. Stat. Section 8-401)
NEW JERSEY (Stat. Section 56:10-1)
SOUTH DAKOTA (Codified Laws Section 37-5A-51)
VIRGINIA (Code 13.1-557-574, 13.1-564)
WASHINGTON (Code Section 19.100.180)
WISCONSIN (Stat. section 135.03)

These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of the Franchise.

California

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Our website address is **www.GOPAINTING.com**. **OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT, ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT www.dbo.ca.gov.**

FDD COVER PAGE

REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER.

FDD Item 17, FA Sections 5, 6, 7 and 9

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

(13) 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.).

(14) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

(4) The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

(5) You must sign a general release 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).

(6) The Franchise Agreement requires mediation in Utah County, Utah, with the costs shared by the parties equally, and requires binding arbitration in Utah County, Utah with the costs being borne by the party that does not prevail. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

(7) The Franchise Agreement requires application of the laws of the State of Utah. This provision may not be enforceable under California law.

(8) Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form and containing such information as the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

(9) No person or franchise broker identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange.

(10) Beginning in the 7th month after you open for business, you will pay us a minimum monthly royalty fee of $1,000 even if your business does not generate any income.

(11) Our principal trademark has not yet received federal registration. Therefore, our trademark does not yet have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

FDD Item 3

California 10 CCR Section 310.114.1(c)(3) requires disclosure regarding whether the franchisor, any person or franchise broker 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 that association or exchange.

Georgia

DISCLOSURES REQUIRED BY GEORGIA LAW

The State of Georgia has not reviewed and does not approve, recommend, endorse, or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Hawaii

Paragraph 4110.01, Section 482E-6(3): Upon termination or refusal to renew the franchise the franchisee will be compensated for the fair market value, at the time of the termination or expiration of the franchise, of the franchisee's inventory, supplies, equipment and furnishings purchased from the franchisor or a supplier designated by the franchisor; provided that personalized materials which have no value to the franchisor need not be compensated for. If the franchisor refuses to renew a franchise for the purpose of converting the franchisee's business to one owned and operated by the franchisor, the franchisor, in addition to their remedies provided in this paragraph, will compensate the franchisee for the loss of goodwill. The franchisor may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of the franchisee's inventory, supplies, equipment, and furnishings pursuant to this requirement, and may offset from such compensation any moneys due the franchisor.

Idaho

FDD Item 17, FA Section 9

Any condition in a franchise agreement executed by a resident of Idaho or a business entity organized under the laws of Idaho is void to the extent it purports to waive venue or jurisdiction of the Idaho court system. Venue and jurisdiction will be in Idaho if the franchisee is an Idaho resident or a business entity organized under the laws of Idaho.

Illinois

FDD Items 5 and 6; FA Sections 2.1, 2.2, 2.3, and 2.4

The Illinois Franchise Disclosure Act prohibits discrimination among franchisees for payments made for Initial Franchise Fees, Royalty Fees, and the purchase of goods or services from the franchisor.

FDD Item 17, FA Sections 6.1, 6.3, and 7.1(A)(9)

A franchisee's rights upon termination and non-renewal may be affected by Illinois law. (815 ILCS 705/1-44).

Releases executed by franchisees must comply with the Illinois Franchise Disclosure Act. Any attempt to waive compliance with Illinois law is void. (See Section 41 of the Illinois Franchise Disclosure Act, and Rule 200.609 of the Rules and Regulations).

The governing law and choice of law clauses contained in the Franchise Agreement are subject to the Illinois Franchise Disclosure Act.

Any provision in the Franchise Agreement and any ancillary Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that a Franchise Agreement may provide for arbitration in a forum outside of Illinois. (See Section 4 of the Illinois Franchise Disclosure Act, and Rule 200.608 of the Rules and Regulations).

Illinois law governs the agreements between parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

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

Franchisor and/or its officers and affiliates have been the subject of franchise registration violations in 3 states, bankruptcy, and are part to pending litigation with the minority shareholder in connection with the acquisition of the majority interest in the company.

Indiana

FDD Item 17; FA Section 5 and 6

In Indiana, the reference to "members of their households or members of their immediate families" under the provisions of covenants not to compete will mean any person who has access to the information, including a spouse or any other person who lives within the household.

Maryland

FDD Item 17 and FA Sections 6, 7 and 9

According to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, assignment or transfer of the franchise will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any provision that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Section 14-216(c) (25) of the Maryland Franchise Registration and Disclosure Act requires a franchisor to file an irrevocable consent to be sued in Maryland. Notwithstanding anything to the contrary in the franchise agreement or Disclosure Document, you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Act.

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

Section 14-226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. Our franchise agreement contains disclaimers of the occurrence or acknowledgment of the non-occurrence of acts that could constitute a violation of Maryland laws. These disclaimers, acknowledgments and representations 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.

Michigan

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are included in these franchise documents, the provisions are void for Michigan franchisees and cannot be enforced against Michigan franchisees. These provisions are:

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

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in the Michigan Franchise investment law. This will not preclude a franchisee, after entering into a Franchise Agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause will include the failure of the franchisee to comply with any lawful provision of the Franchise Agreement and to cure the failure after being given written notice and a reasonable opportunity, which in no event need be more than 30 days, to cure the 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, , 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 the franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation will be conducted outside this state. This will 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 will 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 breach 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 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 the franchisee's obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation or endorsement by the Attorney General. A franchisor whose most recent financial statements are unaudited and show a net worth of less than $100,000 will, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of the escrow. Any questions regarding this notice should be directed to the Department of the Michigan Attorney General, 6520 Mercantile Way, Suite 3, Lansing, Michigan 48913; (517) 373-3800.

The name and address of the franchisor's agent in Michigan authorized to receive service of process is:

Michigan Department of Commerce
Corporation and Securities Bureau
Office of Franchise and Agent Licensing
6546 Mercantile Way
P. O. Box 30222
Lansing, Michigan 48910

Minnesota

Minnesota law prohibits requiring a franchisee to waive his or her rights to a trial or to consent to liquidated damages, termination penalties, or judgment notes; provided, that this part will not bar a voluntary arbitration of any matter if the proceeding is conducted by an independent tribunal under the rules of the American Arbitration Association. (Minn. Rules 2860.4400(J)).

Minnesota law provides franchisees with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given **90** days' notice of termination (with **60** days to cure) and **100** days' notice for non-renewal of the Franchise Agreement.

Minn. Sat. §80C.21 and Minn. Rule 2860.4400J prohibits us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

FDD Item 13; FA Section 5

Minnesota Statutes Section 80C.20, Subdivision 1(g) allows the Minnesota Commissioner of the Department of Commerce to issue a cease and dismiss order or issue an order denying, suspending or revoking any registration, amendment or exception on finding any of the following . . . that the method of sale or proposed method of sale of franchises or the operation of the business of the franchisor or any term or condition of the franchise agreement or any practice of the franchisor is or would be unfair or inequitable to franchisees. Pursuant to this section, the Commissioner requires all franchisors registering in the state of Minnesota to state that the franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logo types or other commercial symbols or indemnify the franchisee from any loss, cost or expenses arising out of any claim, suit or demand regarding the use of the name. We intend to comply with the Minnesota statute and to protect the franchisee's rights and indemnify the franchisee for any losses to the full extent required by relevant state law.

FDD Item 17, FA Sections 6, 7 and 9

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release. The general release provisions in the Franchise Agreement are void and unenforceable in the state of Minnesota.

FA Section 9

Pursuant to Minnesota Statutes Section 80.C.21, this section will not in any way abrogate or reduce any rights of the franchisee as provided for in Minnesota Statutes, Chapter 80.C, including, but not limited to, the right to submit matters to the jurisdiction of the courts in Minnesota.

New York

FRANCHISE DISCLOSURE DOCUMENT COVER PAGE

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IMMEDIATELY BELOW OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.

FDD Item 3

Neither the franchisor, its predecessor, any person listed in Item 2, nor any affiliate offering franchises under the franchisor's principal trademark:1. Has any administrative, criminal or material 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. There are no pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchises and the size, nature or financial condition of the franchise system or its business operations.

1. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the date of this Disclosure Document, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject 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.

2. Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under any 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 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.

FDD Item 4

Neither the franchisor, its affiliates, its predecessors, officers, nor general partners, during the ten-year period immediately before the date of the Disclosure Document: (a) filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or general partner of a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S.

Bankruptcy Code during or within **one** year after the officer or general partner of the franchisor held this position in the company or partnership.

FDD Item 17

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

Choice of Law	Section 9.7	Utah law applies except to the extent governed by the United States Trademark Act and except in those states whose franchise laws require exclusive application. The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisee by the GBL of the State of New York, Article 33.
Assignment of Contract by Us	Section 6.3	There are no restrictions on our right to transfer. However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement.
Termination by You	Section 6.2	You may terminate the Franchise Agreement on any grounds available by law.

North Dakota

FDD Item 9

Under North Dakota law, no modification or change the franchisor makes to the Operations Manual or GO Painting System may materially affect the franchisee's status, rights, or obligations under the Franchise Agreement.

FDD Item 17(c), FA Section 6.1

The Commissioner has determined that requiring franchisees to sign a general release upon renewal of the franchise agreement to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment law. The general release provision in Section 6.1 of this Agreement is void and unenforceable in the state of North Dakota.

FA Sections 5 and 6

The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code are unfair, unjust, or inequitable within the intent of the North Dakota Franchise Investment Law (Section 51-19-09). Thus, covenants not to compete are considered unenforceable in the State of North Dakota.

FA Section 6

Pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, a requirement that franchisees consent to liquidated damages or termination penalties in the event of termination of the franchise agreement is considered void and unenforceable.

FA Section 9.6

Apart from civil liability as set forth in section 51-19-12 N.D.D.C, which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud) the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents, and is unfair to franchise investors to require them to waive their rights under North Dakota Law.

The North Dakota Franchise Investment Law (Section 51-19-09) requires that this Agreement will be governed by the laws of North Dakota, which laws will prevail.

FA Section 9.9

Pursuant to the North Dakota Franchise Investment Law (Section 51-19-09), an arbitration or mediation locations which are remote from the site of the franchisee's business are unfair, unjust, or inequitable. Therefore, the site of arbitration or mediation must be agreeable to all parties.

Pursuant to the North Dakota Franchise Investment law (section 51-19-09), requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable. Thus, all issues or disagreements relating to this Agreement will be arbitrated, tried, heard and decided within the jurisdiction of courts in the state of North Dakota.

Sections of the Franchise Agreement stipulating that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the agreement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

Rhode Island

Section 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 Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

South Dakota

FDD Item 17; FA Section 6

Under South Dakota law, termination provisions covering breach of the Franchise Agreement, failure to meet performance and quality standards and failure to make royalty payments contained in the Disclosure Document and franchise agreement must afford a franchisee **30** days' written notice with an opportunity to cure the breach prior to termination.

FA Section 9

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this Agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement, and interpretation under the governing law of the State of Utah.

Covenants not to compete upon termination of the franchise agreement are generally unenforceable in the State of South Dakota. Pursuant to SDCL 37-5A-86, any acknowledgement provision, disclaimer, or integration clause or a provision having a similar effect in a franchise agreement does not negate or act to remove from judicial review any statement, misrepresentation or action that would violate this chapter or a rule or order under this chapter.In the event that either party will make demand for arbitration, such arbitration will be conducted in a mutually agreed-upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

Any provision in a franchise agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue in a forum outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Virginia

FDD Item 9

In Virginia, notice of approval or disapproval of a proposed supplier will be issued by us within **45** days after the franchisee has delivered all required materials.

Washington

FDD Item 17; Entire FA, including without limitation Section 6 and 7

In any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

A release or waiver of rights executed by a franchisee will not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the Franchise 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, 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.

The franchisee acknowledges receipt of this Addendum.

Wisconsin

FDD Item 17

The applicable laws of Wisconsin may require notice periods greater than those set forth above for termination, cancellation, non-renewal, or the like, and may limit the reasons or causes for termination, cancellation, non-renewal, or the like. To the extent any provisions of the Franchise Agreement provide for periods of notice or for termination, cancellation, non-renewal, or the like other than in accordance with the applicable law, such provisions will not be effective, to the extent such are not in accordance with applicable law, and the franchisor will comply with the applicable law.

The Wisconsin Fair Dealership Law (Wisconsin Statutes, 1983-84, Title XIV-A, Chapter 135) supersedes any provision of a Franchise Agreement inconsistent with the law.

It is agreed that the applicable foregoing state law addendum for the state of _____, if any, supersedes any inconsistent portion of the Franchise Agreement (to which this addendum is attached) of this same date, and of the Franchise Disclosure Document. All terms of the Franchise Agreement, including these State Law Addendum provisions for the relevant state, have been agreed to at the time the Franchise Agreement was signed, to the extent that they are valid requirements of an applicable, effective, and enforceable state law. However, this addendum will have effect only if the Franchise Agreement or our relationship with you satisfies all of the jurisdictional requirements of the relevant state's franchise laws, without considering this addendum.

DATED this __ day of _____, 20__.

("we/us"):
By: _____
Title: _____

(jointly and severally "you"):
By: _____
Title: _____

By: _____
Title: _____

Franchise Disclosure Document Exhibit F

The Following Table Reflects Our Agents for Service of Process and the Relevant State Franchise Authorities:

NAMES AND ADDRESSES OF STATE REGULATORY AUTHORITIES AND REGISTERED AGENTS IN STATES

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
CALIFORNIA	California Commissioner of Business Oversight: Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505 Sacramento: 1515 K Street, Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 San Diego: 1350 Front Street San Diego, CA 92101-3697 (619) 525-4233 San Francisco: One Sansome Street, Suite 600 San Francisco, CA 94104	Business Oversight Commissioner Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 (213) 576-7505
CONNECTICUT	The Banking Commissioner Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299	The Department of Banking Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
FLORIDA	[Not Applicable]	Senior Consumer Complaint Analyst Department of Agriculture and Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, Florida 32399-0800 (850) 922-2770
HAWAII	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722	Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813-2921 (808) 586-2722
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465
INDIANA	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204 (317) 232-6681	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
IOWA	[Not Applicable]	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, Iowa 50319-0066 (515) 281-4441
MARYLAND	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 525 W. Ottowa 670 Law Building Lansing, MI 48913 (517) 373-7117	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117
MINNESOTA	Minnesota Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328	Deputy Commissioner Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328
NEBRASKA	[Not Applicable]	Staff Attorney Department of Banking and Finance 1200 N Street Suite 311 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
NEW YORK	Secretary of State of the State of New York 162 Washington Street Albany, NY 12231	Assistant Attorney General Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 (212) 416-8211
NORTH DAKOTA	North Dakota Securities Commissioner Fifth Floor 500 East Boulevard Bismarck, ND 58505	Franchise Examiner Office of Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505 (701) 328-4712
OREGON	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Franchise Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
RHODE ISLAND	Director of Rhode Island Department of Franchise Regulation Division of Securities Suite 232 Providence, RI 02903 (401) 222-3048	Associate Director and Superintendent of Securities Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048
SOUTH DAKOTA	Director of South Dakota Division of Securities 445 E. Capitol Ave. Pierre, SD 57501 (605) 773-4823	Franchise Administrator Division of Securities 445 East Capitol Avenue Pierre, SD 57501-5070 (605) 773-4013
TEXAS	[Not Applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711 (512) 475-1769
UTAH	[Not Applicable]	Division of Consumer Protection Utah Department of Commerce 160 East Three Hundred South P.O. Box 45804 Salt Lake City, Utah 84145-0804 (801) 530-6601
VIRGINIA	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733	Chief Examiner/Investigator State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051
WASHINGTON	Director of Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Administrator Dept. of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760

STATE	REGISTERED AGENTS	REGULATORY AUTHORITIES
WISCONSIN	Wisconsin Commissioner of Securities P.O. Box 1768 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555	Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission 345 W. Washington Avenue, 4th Floor Madison, WI 53703 (608) 261-9555
FEDERAL TRADE COMMISSION		Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6th Street, NW Washington, D.C. 20580 (202) 326-3128

This Uniform Franchise Disclosure Document is effective as of:

General FTC (for states not requiring registration) – **April 30, 2025**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, 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:

States Requiring Registration (registration not approved if blank):

California: pending
Hawaii: pending
Illinois: pending
Indiana: pending
Maryland: pending
Minnesota: pending
New York: pending
North Dakota:
Rhode Island:
South Dakota:
Virginia: pending
Washington: pending
Wisconsin: pending

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.

Franchise Disclosure Document Exhibit G
RECEIPT

This franchise disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If **GO PAINTING LLC.** offers you a franchise, it must provide this franchise disclosure document to you by the earliest of:

1. The first personal meeting to discuss the franchise (if you are in New York or Rhode Island); OR

14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale (10 business days if you are in Michigan, New York, Rhode Island).

If **GO PAINTING, LLC.** does not deliver this franchise disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed in Exhibit D.

The name, principal business address, and telephone number of each franchise seller offering the franchise are:
Shaun McMurry: GoPainting, LLC, 1108 South Union Ave., Midvale UT 84047, 801-949-8973
Dan Glaser, 708 Austin Ave., Ste 200, Waco TX 76701, 254-405-5118
Russ Jacque, 708 Austin Ave., Ste 200, Waco TX 76701, 254-498-5176
Brandon Haire, 708 Austin Ave., Ste 200, Waco TX 76701, 254-447-2051

Our authorized agents for service of process are identified on Exhibit E to this Franchise Disclosure Document.

Date of Issuance: April 30, 2025

I have received a disclosure document dated as indicated above that included the following Exhibits:

A. Financial Statements
B. Sample Franchise Agreement
C. Conditional Assignment of Phone Number
D. State Law Addendum
E. List of State Agents for Service of Process and State Administrators
F. Acknowledgments of Receipt of Franchise Disclosure Document by Prospective Franchisee

DATED this __ day of _____, 20__.

Signatures of All Prospective Franchisees:

Individuals: _____ _____

Name of Corporation/LLC/Partnership: _____

By: _____ Title: _____

ALL INDIVIDUALS WHO WILL SIGN THE FRANCHISE AGREEMENT MUST SIGN THIS ACKNOWLEDGMENT. IF THE FRANCHISE AGREEMENT WILL ALSO BE EXECUTED BY A CORPORATION OR LIMITED LIABILITY COMPANY, AN OFFICER OR OWNER AUTHORIZED TO RECEIVE THIS CIRCULAR ON BEHALF OF THE CORPORATION OR LIMITED LIABILITY COMPANY MUST EXECUTE THIS ACKNOWLEDGMENT. IF THE FRANCHISE AGREEMENT WILL BE EXECUTED BY A PARTNERSHIP, THEN ALL GENERAL PARTNERS MUST EXECUTE THIS ACKNOWLEDGMENT AS GENERAL PARTNERS AND AS INDIVIDUALS.

KEEP THIS COPY FOR YOUR RECORDS.

Franchise Disclosure Document Exhibit G

This franchise disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If **GO PAINTING LLC.** offers you a franchise, it must provide this franchise disclosure document to you by the earliest of:

1. The first personal meeting to discuss the franchise (if you are in New York or Rhode Island); OR

14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale (10 business days if you are in Michigan, New York, Rhode Island).

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E. List of State Agents for Service of Process and State Administrators
F. Acknowledgments of Receipt of Franchise Disclosure Document by Prospective Franchisee

DATED this __ day of _____, 20__.

Signatures of All Prospective Franchisees:

Individuals: _____ _____

Name of Corporation/LLC/Partnership: _____

By: _____ Title: _____

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PLEASE SIGN THIS COPY OF THE RECEIPT, DATE YOUR SIGNATURE, AND RETURN IT TO:
GoPainting, LLC, 1108 South Union Ave., Midvale UT 84047