FRANCHISE DISCLOSURE DOCUMENT

LIFETIME BLINDS INC.
A California Corporation
1775 East Palm Canyon Drive, Suite 110-21
Palm Springs, California 92264
(760) 778-6978
E-Mail: mark@lifetimeblinds.com
URL: www.lifetimeblinds.com

Received
LA Mailroom
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Department of
Business Oversight

As a Lifetime Blinds franchisee, you will operate a retail outlet providing customized window blinds, shutters, window coverings and related products and accessories sold to retail customers and installed at the customer's residence or other location.

The total investment necessary to begin operation of a Lifetime Blinds outlet is $18,250 to $90,000. This includes $500 to $25,000 which must be paid to the franchisor or its affiliates. Lifetime Blinds may also offer you an Area Development Agreement granting a right to open one or more additional Outlets for an additional investment (Development Fee) of $12,500 for each additional Outlet you commit to open, which must be paid to the franchisor.

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 Mr. Mark Huckins at 1775 East Palm Canyon Drive, Suite 110-21, Palm Springs, California 92264; telephone (760) 778-6978.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's homepage 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: **March 9, 2018 (amended April 10, 2018)**

CA

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with the state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit F for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

THE FRANCHISOR IS A DEVELOPMENT STAGE COMPANY WITH LIMITED OPERATING HISTORY. YOU MAY WANT TO CONSIDER THIS WHEN MAKING A DECISION TO PURCHASE THIS FRANCHISE.

THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS, CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.

ALTHOUGH YOU WILL RECEIVE AN EXCLUSIVE TERRITORY, YOU MAY FACE COMPETITION FOR CUSTOMERS FROM OTHER FRANCHISEES OUTSIDE YOUR TERRITORY, FROM OUTLETS THAT WE OWN OUTSIDE YOUR TERRITORY, OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS THAT WE CONTROL.

AT FRANCHISOR'S DISCRETION, YOUR EXCLUSIVE TERRITORY MAY BE LOST IF YOU DO NOT FULFILL MATERIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT.

THE FRANCHISOR MAY CANCEL THE FRANCHISE AGREEMENT IF A SITE IS NOT AGREED UPON WITHIN 180 DAYS OF YOUR SIGNING THE FRANCHISE AGREEMENT.

BEGINNING WITH THE 13TH FULL CALENDAR MONTH AFTER THE DATE YOUR OUTLET OPENS, YOU MUST EARN GROSS REVENUES OF AT LEAST $10,000 EACH MONTH. FAILURE TO DO SO MAY RESULT IN THE TERMINATION OF THE FRANCHISE AGREEMENT.

IF YOU SIGN AN AREA DEVELOPMENT AGREEMENT, YOUR TERRITORIAL RIGHTS UNDER THAT AGREEMENT CAN BE LOST IF YOU FAIL TO MEET THE DEVELOPMENT SCHEDULE.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date: See the next page for state effective dates.

ITEM 2: BUSINESS EXPERIENCE

Mark Huckins: Chief Executive Officer, President and Director.
Mr. Huckins is the founder of the Lifetime Blinds concept. He was named Chief Executive Officer, President and Director at our inception in March 2017. Mr. Huckins also owns and operates as a sole proprietor a Lifetime Blinds business in Palm Springs, California (since November 2015). From October 2009 to November 2015, he served as Franchise Development Liaison for Budget Blinds, Inc. (an entity he co-founded), Santa Ana, California. In this capacity, he assisted with marketing, franchise licensing, business support and supervising the Troops in Transition Veteran program, which assists military service members and their spouses transitioning into civilian status to become franchisees. Mr. Huckins also founded Mr. Miniblind (a national franchisor of window blinds, shutters and window coverings franchises) in March 1985.

Aaron P. Young: Chief Financial Officer, Secretary and Director.
Mr. Young was named our Chief Financial Officer, Secretary and Director at our inception in March 2017. From January 2003 to March 2017, he was an independent Marketing and Mortgage Banking Consultant based in Palm Springs, California. Mr. Young is a Real Estate Salesperson licensed by the state of California.

William B. Wenk, Jr.: Vice President and Director.
Mr. Wenk was named our Vice President and Director at our inception in March 2017. He also serves as President of Wenk Foods, Inc., a poultry processing business based in Madison, South Dakota (since January 1988).

ITEM 3: LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4: BANKRUPTCY

On October 26, 2012, our Chief Executive Officer and President Mark Huckins filed for protection from creditors under Chapter 13 of the Bankruptcy Code with the United States Bankruptcy Court, Central District of California, Case No. 12-34140. A Chapter 13 Bankruptcy enables individuals with regular income to propose a plan to repay creditors in installments. After only 3 months (and before any plan of reorganization was presented to, or confirmed by, the court), on December 3, 2012, Mr. Huckins voluntarily withdrew the petition and the court dismissed the case (none of his creditors were affected by this filing).

Other than the one matter disclosed above, no bankruptcy is required to be disclosed in this Item.

ITEM 5: INITIAL FEES

The Initial Franchise Fee for a single territorial Outlet is $25,000 and is due and payable in full to us when we complete our initial obligations to you as franchisor under the Franchise Agreement and you open for business.

The territorial Outlet franchised to you will contain at least 40,000 households, but if the territorial Outlet contains more than 50,000 households, you must also pay a "Territory

Surcharge" equal to $.20 for each additional household beyond 50,000 (for example, if your territorial Outlet contains 60,000 households, you would pay a Territory Surcharge of $2,000). The Territory Surcharge is due and payable in full to us when you sign the Franchise Agreement.

If one or more Principal Equity Owners is either (i) an active member of the U.S. Armed Forces or is a veteran of the U.S. Armed Forces who was honorably discharged or (ii) a person with at least 2 years of experience in the customized window blinds, shutters and window coverings trade, the Initial Franchise Fee for the first Outlet will be reduced to $500, but the Territory Surcharge will remain the same.

If you sign an ADA granting you the right to open additional territorial Outlets, when we have completed our initial obligations as franchisor to you and you open your initial Outlet for business, you will pay us a "Development Fee" equal to the product of (i) $12,500 multiplied by (ii) the number of additional territorial Outlets you commit to open under the ADA. Each time you open an additional territorial Outlet under the ADA, $12,500 would be applied as a credit toward the initial franchise fee required by the Franchise Agreement for that additional Outlet.

The Initial Franchise Fee and Development Fee paid under an ADA are fully earned by us when paid and not refundable. If before your successful completion of initial training, we decide, in our sole discretion, that you should not operate a Lifetime Blinds business, or if you have not located and rented or leased (if applicable) a site for your "Business Office" (a location in your territory from which you will conduct the Franchised Business) that is acceptable to us within 60 days after the effective date of the Franchise Agreement, we may cancel the Franchise Agreement, without any liability to us.

There are no other initial fees or payments for services or goods received from us or our affiliates before your Outlet opens.

The Initial Franchise Fee and Territory Surcharge constitute part of our general operating funds and will be used as such in our discretion.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty[1]	5% of your "Gross Revenues" for each monthly period.	The 3rd business day following the month in which applicable Gross Revenues were received[3]	Royalty is calculated on the "Gross Revenues" received during the previous month and is paid by electronic funds transfer ("EFT") on the 3rd business day of the next month (unless that day is a banking holiday, in which case they are due and payable on the next business day). You must also send us a marketing report in the form we prescribe. "Gross Revenues" include all revenue from the sale of all Lifetime Blinds Products and Services (as defined in the Franchise Agreement) and all other income of every kind and nature related to your franchise operation. Gross Revenues do not include applicable sales taxes you pay to a tax authority.

Type of Fee	Amount	Due Date	Remarks
Marketing and Promotion Fees[1]	3% of Gross Revenues[4]	The 3rd business day following the month in which applicable Gross Revenues were received[3]	Marketing and Promotion Fees are not currently due and payable. However, after we have a minimum of 250 franchised outlets open and operating and upon 60 days written notice, we may begin collecting Marketing and Promotion Fees calculated on the Gross Revenues received during the previous month to be paid by EFT on the 3rd business day of the next month (unless that day is a banking holiday, in which case they are due and payable on the next business day). Also, on a regional or system-wide basis, we may also impose an additional assessment upon some or all franchisees for one-time advertising or promotional activities if 2/3 of all affected Lifetime Blinds franchised Outlets agree to such additional assessment by affirmative vote.
Initial Training Fee for Additional Attendees[1]	$1,500[2] (for each attendee)	At completion of training[3]	Initial Training is provided to your General Manager and your Principal Equity Owners at no additional charge. Additional attendees of Initial Training, including replacement General Managers, may be required to pay us $1,500 for each subsequent attendee for Initial Training. You must pay the costs of travel, lodging and meals for all trainees.
Additional Training Fee[1]	Up to $500[2] (per day)	At time of training[3]	After the Outlet opens, and upon reasonable notice, we may require attendance of your General Manager, Principal Equity Owners and other designated personnel at training courses, seminars, conferences or other programs. You must also pay the cost of travel, hotel and meal expenses for your attendees at these mandatory meetings.
Transfer Fee[1]	$7,500[2]	Not later than 10 days before the transfer[3]	The transfer fee covers our costs in reviewing the qualifications of the assignee and providing initial franchise training to the assignee. There is no transfer fee if franchise is transferred to an entity (corporation or limited liability company) owned solely by you. No fee is due if franchise is transferred to your personal representative, conservator or heir upon your death or legal disability (if you are an individual) or dissolution (if you are an entity).
Renewal Fee[1]	$500[2]	When you sign the Renewal Franchise Agreement	You are qualified for renewal if all fees due are paid and you are not in breach of any term of your Franchise Agreement.
Late Payment Penalty	5% of the amount past due[2]	Immediately upon our demand[3]	The late payment penalty is in addition to interest on the unpaid amount.
Interest Charged	Annual Percentage Rate of 10% on the unpaid amount	Immediately upon our demand[3]	Interest charged by us cannot exceed the maximum allowed by the law of the state where the Outlet is located.
Records and Rights of Inspection (Audit)[1]	Cost of audit plus interest on underpayment	Immediately upon our demand[3]	Due only if audit discloses an understatement of 5% or more in gross sales for any month or it takes our auditors an unreasonable amount of time (more than 8 hours) to assemble your records for audit.

Notes:

1. All fees are imposed and collected by and are payable only to us. Except as indicated in Item 5 or otherwise in the table above, all fees are non-refundable. All fees are uniformly imposed.

2. This fee may be adjusted by changes since the effective date of the Franchise Agreement in the annual average of the Consumer Price Index for All Urban Consumers ("CPI"), published by the Bureau of Labor Statistics of the United States Department of Labor, or the highest similar future index if these figures become unavailable.

3. If any payment is not paid when due, you must pay interest on the unpaid amount at an annual percentage rate ("APR") of 10% (unless interest rates on delinquent payments in the state in which your Outlet is located are limited by law to a lesser amount, in which case that lesser amount will be charged instead), and you must reimburse us immediately upon demand for all reasonable costs of collection relating to delinquent amounts, including court costs, investigator fees, expert witness fees and attorneys' fees. Interest begins to accrue from the date payment was due.

4. Within the 30 days before and the 30 days after the Opening Date, you must spend in your Territory at least $1,000 on the grand opening advertising and promotion of your Outlet, using a grand opening promotional program that we approve. Beginning on the Opening Date, you will contract with a third party we approve to assist you with Internet ranking directly to your Outlet's presence on our website. In addition, we recommend you spend at least 1% of your Gross Revenues on the local marketing, advertising and promotion of your Franchised Business, using marketing and promotional materials pre-approved or otherwise authorized in writing by us ("Local Advertising") and you may incur ongoing expenses for a third party to maintain an authorized website or other Internet presence for your Franchised Business. If we determine your outlet has not made sufficient market penetration, upon 30 days prior notice, we may require you to spend up to $500 each month on Local Advertising. Within five business days after we ask for it, you must report to us all details of your Local Advertising for the previous 30 days.

ITEM 7: <u>ESTIMATED INITIAL INVESTMENT</u>

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee[1]	$500 to $25,000	Lump sum; non-refundable	When all our initial obligations are complete, and you open for business under the Franchise Agreement	Us
Training expenses [2]	$1,000 to $2,500	As incurred	During training	Travel and lodging vendors
Grand Opening advertising and promotion [3]	$1,000 to $5,000	Lump sum; non-refundable	During the 30 days before and the 30 days after you open	Advertisers and other suppliers
Real estate expenses (for Business Office) [4]	$500 to $1,000	As incurred	Before opening	Landlord
Service vehicle[5]	$4,000 to $35,000	As arranged	Before opening	Vehicle dealer
Equipment, furniture and office equipment [6]	$1,000 to $1,500	As arranged	Before opening	Suppliers
Signage [7]	$1,000 to $2,000	As arranged	Before opening	Designated or approved suppliers

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Business computer, integrated software and telecommunications [8]	$750 to $1,500	Monthly	Before opening	Designated suppliers
Professional fees – legal and accounting [9]	$1,000 to $2,000	As incurred	Before opening	Attorneys and accountants
Inventory (samples), tools and supplies to begin operating [10]	$1,000 to $1,500	As arranged	Before opening	Designated and approved vendors
Insurance premiums [11]	$1,000 to $2,000	As incurred	As arranged	Insurance company
Licenses and permits [12]	$500 to $1,000	As incurred	Before and during opening	Government agencies
Additional funds – 3 months [13]	$5,000 to $10,000	As incurred	After opening	Employees, landlord, other vendors
TOTAL[14]	**$18,250 to $90,000**			

(1) This fee must be paid in full at the time indicated. In order to be eligible to sign the Franchise Agreement, you must provide us with reasonable proof of your financial ability to make the initial investment described above, and you must authorize us to conduct a credit check to confirm your financial ability to purchase and develop the Outlet.

(2) Training typically is accomplished in 10 days (3 days of initial orientation and 7 days of field training) in Riverside County, California. These expenses represent the wages, travel and living expenses for you and your staff during training.

(3) You must spend at least $1,000 within the 30 days before you open and the 30 days after you open to build local customer awareness of your Outlet. Recommendations on how to promote the grand opening of your Outlet will be provided by us, including promotional ideas, sample advertising copy and flier design.

(4) You will need to have suitable location for your "Business Office" (the premises from which you operate your franchised Outlet) and the rent or lease deposit amount will vary depending on the location. If you are operating from your residence, these costs will be minimal. If you are renting an executive suite or other office, a security deposit and first month's rent (typically varying from $1,000 to $2,000) are standard requirements to execute a commercial lease, and the estimate above includes the initial month of rent and the deposit.

(5) Within 180 days after the effective date of your Franchise Agreement, you must lease or purchase a panel van or truck (as specified by us in the Confidential Operations Manual (the "Manual") and with our trademarks affixed to it) and use it to visit customers and deliver Lifetime Blinds Products and Services to retail customers.

(6) This item includes the cost of desks, office chairs, guest chairs, office supplies and other items necessary for operating your territorial Outlet and furnishing your Business Office.

(7) The quantity, size, type and cost of signs will vary in accordance with local governmental regulations.

(8) This includes a business computer with integrated software, printer and supporting equipment, and telephone communication equipment. We will control all telephone numbers associated with the

LIFETIME BLINDS

FRANCHISE AGREEMENT

EXHIBIT A

law to the contrary, you agree that any such electronic version of this or any other agreement or correspondence between the parties will have the same legal effect, validity and enforceability as an original of any such document, even if the original of such document has been disposed of or intentionally destroyed.

3.6 Obligations of Entity Franchisee.

(a) If you are an entity, you must provide us at the Effective Date with a copy of your entity's organizational document and by-laws, shareholders' agreement, operating agreement or other agreement between the equity owners.

(b) If you are an entity, any person or entity that at any time after the Effective Date becomes a Principal Equity Owner will automatically acquire all the obligations of a Principal Equity Owner under this Agreement at the time such person or entity becomes a Principal Equity Owner. Before approving and entering into any transaction that would make any person or entity a Principal Equity Owner, you must notify such person about the content of this section 3.6(b).

(c) If you are an entity, you must place the following legend on all certificates evidencing an equity interest:

"THE TRANSFER OF THE EQUITY INTEREST IN THE ENTITY REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A FRANCHISE AGREEMENT DATED ________________, 20___, BETWEEN THIS ENTITY AND LIFETIME BLINDS INC. REFERENCE IS MADE TO SUCH FRANCHISE AGREEMENT AND THE RESTRICTIVE PROVISIONS CONTAINED THEREIN AND AS MAY BE OTHERWISE SET FORTH IN THE ORGANIZATIONAL DOCUMENTS AND OPERATING AGREEMENTS OF THIS ENTITY."

IV. INITIAL AND ON-GOING PAYMENTS BY YOU

4.1 Initial Franchise Fee.

(a) The "Initial Franchise Fee" for a single franchised Territory is $25,000. (However, if this Agreement is for a second or subsequent Outlet owned by Franchisee under the terms of an Area Development Agreement ("ADA") you execute, a credit will be applied against the Initial Franchise Fee in the amount specified in the ADA and you must pay us the balance.) The franchised Territory will contain a minimum of 40,000 households, but if the Territory contains more than 50,000 households, you must also pay a "Territory Surcharge" equal to $.20 for each additional household beyond 50,000 (for example, if your Territory contains 60,000 households, you would pay a Territory Surcharge of $2,000).

(b) If one or more Principal Equity Owners is (i) an active member of the U.S. Armed Forces or is a veteran of the U.S. Armed Forces who was honorably discharged within the past 10 years, or (ii) a person with at least 2 years of experience in the customized window blinds, shutters and window coverings trade, the Initial Franchise Fee will be reduced to $500, but the Territory Surcharge will remain the same.

(c) The Initial Franchise Fee and any Territory Surcharge (and all other payments to us for goods or services to be received from us or our affiliates before your Outlet can open for business) are due and payable in full (unless we agree in our sole discretion to finance a portion of it), by cashier's check or money order or wire transfer to our bank account, when all of our initial obligations as franchisor are complete and you open for business under this Agreement. **The Initial Franchise Fee and any Territory Surcharge are fully earned by us when paid.**

(d) If before your successful completion of initial training, we decide, in our sole discretion, that you should not operate a Lifetime Blinds business, or if you have not located and rented or leased (if applicable) a site for your Business Office that is acceptable to us within 60 days after the Effective Date (see section 7.2 below), we may cancel this Agreement, without any liability to us. **Once your initial Outlet opens for business, the Initial Franchise Fee and any Territory Surcharge (and, if applicable, the "Development Fee" paid under an ADA) are not refundable.**

4.2 Royalty.

(a) Beginning on the Opening Date, you must pay us a "Royalty" of 5% of your Gross Revenues.

LIFETIME BLINDS

AREA DEVELOPMENT AGREEMENT

EXHIBIT E

exclusive development rights granted under this Agreement may not be extended.

(b) Your rights to additional development described in this section 2.4 are subject to your fulfillment of the following conditions:

(i) You (and each of your affiliates developing or operating Outlets) must have fully performed all your obligations under this Agreement and all other agreements between you (or the applicable affiliate) and us.

(ii) You must have demonstrated to us your financial capacity to perform the additional development obligations set forth in any restated or revised Development Schedule. In determining if you are financially capable, we will apply the same criteria to you as we then apply to prospective Lifetime Blinds area developers.

(iii) You and we must agree to, and initial, a restated or revised Development Schedule.

III. DEVELOPMENT FEE

3.1 Development Fee.

(a) When all of our initial obligations as franchisor under the Franchise Agreement for your first Outlet are complete and your first outlet is open for business, you must pay us the sum of $____________________ as a "Development Fee" for the exclusive right to open ___ additional Outlets pursuant to the Development Schedule. The Development Fee is computed by multiplying the number of additional Outlets by $12,500 (for example, if Franchisee agrees to open three additional Outlets pursuant to the Development Schedule, the Development Fee would be $37,500).

(b) If you do not successfully complete initial franchise training required by the first Lifetime Blinds Franchise Agreement you enter into, we will refund your Development Fee, less any expenses we incurred relating to this Agreement. **Otherwise, the Development Fee is not refundable.**

3.2 Franchise Agreements for Additional Outlets.
Each additional Outlet to be opened pursuant hereto will require execution by you and by us of a separate Franchise Agreement (using our then current form thereof) respecting that additional Outlet; with a credit of $12,500 to be applied against $25,000 initial franchise fee due under that Franchise Agreement, and Franchisee would then pay the remaining balance of $12,500.

IV. TRANSFER OR ASSIGNMENT

4.1 Assignability.

(a) This Agreement has been signed by us in reliance upon and in consideration of the singular personal qualifications, trust and confidence that we repose in you. Accordingly, although you may assign individual Franchise Agreements, you may not assign this Agreement except as provided in Section 4.2 below.

(b) We may assign this Agreement in our sole discretion and without your consent, and you acknowledge we are permitted to do so without liability or obligation to you, and you expressly and specifically waive any claims, demands or damages arising from or related to any such assignment.

4.2 Transfers from You to an Affiliated Entity.
You may at any time without our consent, but upon 30 days prior written notice to us, assign and transfer this Agreement to an entity (i) organized to operate as a developer of Outlets and (ii) entirely owned by you. Any assignment and transfer to an affiliated entity must be evidenced by a written instrument, in form reasonably satisfactory to us, under the terms of which said business entity expressly assumes all of your obligations hereunder, whether accrued at the time of such assignment or arising thereafter, and agrees to be bound by all the terms and provisions of this Agreement to the same extent and in the same manner as you are. A copy of said instrument executed by both you and by said business entity must be delivered to us before the effective date of the transfer.

LIFETIME BLINDS

APPENDIX FOR CALIFORNIA FRANCHISEES

EXHIBIT H

APPENDIX FOR CALIFORNIA FRANCHISEES

1. California Business and Professions Code sections 20000 through 20043 (the "Act") provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

2. Section 31125 of the California Corporations Code requires the franchisor to give you a disclosure document, in a form and containing information that the Commissioner of the Department of Business Oversight may by rule or order require, before solicitation of a proposed material modification of an existing franchise.

3. The Franchise Agreement requires binding arbitration. The arbitration will occur in Riverside County, California with the costs being borne equally by both parties. 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 provision of a franchise agreement that restricts venue to a forum outside of California.

4. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 *et seq.*)

5. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California Law.

6. The Franchise Agreement requires you to execute a general release of claims upon transfer of the Franchise Agreement. California Corporations Code section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (Corporations Code §§31000-31516). Business and Professions Code section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000-20043).

7. 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.

8. The agreements contain a liquidated damage clause. Under Civil Code, Section 1671, certain liquidated damage clauses are enforceable.

9. 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.

10. Neither the franchisor, nor any person or franchise broker listed in Item 2 of the disclosure document 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 these persons from membership in such association or exchange.

11. Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and franchisee is open for business.

LIFETIME BLINDS

RECEIPTS

EXHIBIT I

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Lifetime Blinds Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Lifetime Blinds Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the California Department of Business Oversight at any of its offices.

We have no franchise brokers. The name, address and telephone number of the franchise seller for this offering is: Mark Huckins, 1775 East Palm Canyon Drive, Suite 110-21, Palm Springs, California 92264; telephone 760-778-6978.

Date of Issuance: March 9, 2018 (amended April 10, 2018).

Lifetime Blinds Inc. authorizes the person identified in Item 1 to receive service of process for it in your state. I received a disclosure document dated April 10, 2018, that included the following Exhibits:

"A"	Franchise Agreement *Exhibits to Franchise Agreement:* Exhibit 1: Territory and Location of Business Office Exhibit 2: Names and Addresses of Principal Equity Owners
"B"	Financial Statements
"C"	List of Franchise Outlets
"D"	List of Terminated Franchises
"E"	Area Development Agreement *Exhibit to Area Development Agreement:* Exhibit 1: Development Schedule
"F"	State Franchise Administrators and Agents for Service of Process
"G"	Statement of Franchisee
"H"	Appendix for California Franchisees
"I"	Receipts

DATED: ___________________
(Do not leave blank)

If a business entity:

____
(Name of Business Entity)

____
(Signature of Primary Contact Owner)

____
(Print Name and Title)

If an individual:

____
(Signature of Prospective Franchisee)

____
(Print Name)

Please date and sign this page, and then keep it for your records

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Lifetime Blinds Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Lifetime Blinds Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the California Department of Business Oversight at any of its offices.

We have no franchise brokers. The name, address and telephone number of the franchise seller for this offering is: Mark Huckins, 1775 East Palm Canyon Drive, Suite 110-21, Palm Springs, California 92264; telephone 760-778-6978.

Date of Issuance: March 9, 2018 (amended April 10, 2018).

Lifetime Blinds Inc. authorizes the person identified in Item 1 to receive service of process for it in your state. I received a disclosure document dated April 10, 2018, that included the following Exhibits:

"A"	Franchise Agreement
	Exhibits to Franchise Agreement:
	Exhibit 1: Territory and Location of Business Office
	Exhibit 2: Names and Addresses of Principal Equity Owners
"B"	Financial Statements
"C"	List of Franchise Outlets
"D"	List of Terminated Franchises
"E"	Area Development Agreement
	Exhibit to Area Development Agreement:
	Exhibit 1: Development Schedule
"F"	State Franchise Administrators and Agents for Service of Process
"G"	Statement of Franchisee
"H"	Appendix for California Franchisees
"I"	Receipts

DATED: ____________________
(Do not leave blank)

If a business entity:

____
(Name of Business Entity)

____
(Signature of Primary Contact Owner)

____
(Print Name and Title)

If an individual:

____
(Signature of Prospective Franchisee)

____
(Print Name)

Please date and sign this page, and then return it either by first class mail to Lifetime Blinds Inc., 1775 East Palm Canyon Drive, Suite 110-21, Palm Springs, California 92264, or by e-mail to mark@lifetimeblinds.com.