FRANCHISE DISCLOSURE DOCUMENT

Painter Bros Franchising, LLC
a Utah limited liability company
2000 W. Ashton Blvd., Ste. 375
Lehi, Utah 84043
(800) 644-2514
info@painterbros.com
www.painterbros.com

As a Painter Bros franchisee, you will operate a painting business that provides professional residential and commercial painting services to the public, businesses, and to government agencies using our proprietary methods and system. We train and support franchisees in providing the highest level of customer services using top-of-the-line products and attention to detail, leading to an industry-recognized level of service. Additionally, our franchises have access to our proprietary bidding software, and when available, larger government and commercial services contracts referred to as "national accounts." In additional to painting services, Painter Bros franchisees have access to multiple revenue streams through ancillary services such as facility maintenance, paint or graffiti removal, and handyman-type repairs.

The total investment necessary to begin operation of a 1-territory Painter Bros franchise business is $295,685 to $518,230. This includes the $90,250 to $95,250 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of a 2-territory Painter Bros franchise business is $360,685 to $593,730. This includes the $155,250 to $160,250 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of a 3-territory Painter Bros franchise business is $528,485 to $762,430. This includes the $320,250 to $325,250 that must be paid to the franchisor or affiliate.

The total investment necessary to begin a large investment franchise (5-territory to 10-territory franchise) is $534,085 to $1,115,430. This includes the $320,250 to $600,250 that must be paid to the franchisor or affiliate.

The total investment necessary to begin operation of a 1- to 3-territory conversion Painter Bros franchise business is $206,135 to $576,230. This includes the $35,250 to $87,750 that must be paid to the franchisor or 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 to you. To discuss the availability of disclosures in different formats, contact us at info@painterbros.com and (800) 644-2514.

The terms of your contract will govern your franchise relationship. Don't rely on this 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 be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: April 15, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit "C."
How much will I need to invest?	Items 5 and 6 list fees that you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit "B" includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Painter Bros 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 Painter Bros franchisee?	Item 20 or Exhibit "C" 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 "E."

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by 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. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the Franchise Agreement, even if your spouse has no ownership interest in the franchise. This Guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

3. **Financial Condition.** The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

4. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

5. **Mandatory Minimum Payments.** You must make minimum advertising fund payments, regardless of your sales levels. Your inability to make the payments, may result in termination of your franchise and loss of your investment.

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.

STATE REGULATIONS
FOR THE STATE OF MICHIGAN

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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

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

2. A requirement that a franchisee assent to a release, assignment notation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

3. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure failure after being given written notice thereof and a reasonable opportunity, which in no event need to be more than 30 days, to cure failure.

4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area after to the expiration of the franchise or the franchisee does not receive at least 6 months' advance notice of franchisor's intent not to renew the franchise.

5. 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.

6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

a. The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

b. The fact that the proposed transferee is a competitor of the franchisor or sub franchisor.

c. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

d. The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

8. 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 franchisor for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice may be directed to the following address:

Michigan Attorney General's Office
Consumer Protection Division
525 W. Ottawa Street
Lansing, MI 48909
Telephone: (517) 373-7117

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RECEIPTS

FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

The name of the franchisor is Painter Bros Franchising, LLC. In this disclosure document, Painter Bros Franchising, LLC is referred to as "we" or "us" or "our" or "Painter Bros"; "franchisee," "you" or "yours" means the person or persons, individually and collectively, who buys the franchise from us and includes the current and future owners of a franchisee that is a corporation, partnership, or other entity.

Painter Bros Franchising, LLC was organized on January 4, 2017, in the state of Utah. Our principal place of business is 2000 W. Ashton Blvd., Ste. 375, Lehi, Utah 84043. Our agents for service of process in various states are disclosed in Exhibit "D."

We started offering Painter Bros franchises in January 2017. We do not have any other business activities other than franchising, and we do not do business under any name other than "Painter Bros" or Painter Bros Franchising, LLC. We do not operate a business similar to the business our franchisees operate, and we have not offered franchises in any other line of business.

Parents, Predecessors and Affiliates

Our affiliate Colors Are Us of Nevada, LLC was formed on May 14, 2018, in the state of Nevada. Its principal place of business is 2000 W. Ashton Blvd., Ste. 375, Lehi, Utah 84043. Colors Are Us of Nevada, LLC operates a Painter Bros franchise similar to what our franchisees operate but also manages national accounts. It contracts with commercial businesses and governmental agencies to fulfill painting and contracting needs. It either fulfills these contracts or subcontracts the work to an affiliate or to franchisees. It has operated this business since 2020. Colors Are Us of Nevada, LLC has not offered franchises in this or any other line of business.

Our affiliate FM Flow, Inc. was formed on February 21, 2020, in the state of Utah. Its principal place of business is 2000 W. Ashton Blvd., Ste. 375, Lehi, Utah 84043. FM Flow, Inc. offers marketing and SEO services to our franchisees. It also owns, licenses, and supports the FM Flow software used by our franchisees as well as third parties. FM Flow does not operate a business similar to a business our franchisees will operate and has not offered franchises in this or any other line of business.

We have no parent or predecessors, and we do not have any other affiliates required to be disclosed in this Item 1.

Franchise Offered

As a Painter Bros franchisee, you will operate a painting business that provides professional residential and commercial painting services to the public, businesses, and to government agencies using our proprietary methods and system. We train and support franchisees in providing the highest level of customer services using top-of-the-line products and attention to detail, leading to an industry-recognized level of service. Additionally, our franchises have access to our proprietary bidding software, and, when available, larger government and commercial services contracts referred to as "national accounts." In additional to painting services, Painter Bros franchisees have access to multiple revenue streams through ancillary services such as facility maintenance, paint or graffiti removal, and handyman-type repairs.

We also offer those with an existing painting business with annual gross sales of $500,000 to $1,000,000 to convert to a Painter Bros franchise.

For qualified franchisees, we also offer a large investment franchise. A large investment franchise provides the same services as a regular franchise, but a large investment franchise requires significant upfront

operating capital to take on large projects from the beginning of operations and focus on and deal directly with national accounts. Additionally, large investment franchisees must purchase at least a 5-territory franchise.

Only painting services and other authorized general contracting, facility maintenance, and other construction-related business can be offered through your franchise business. Unless you bid on a job that requires it, you are not required to provide facility maintenance, general contracting or construction work, but if you do, all such work must be billed through the franchise entity, and "gross sales" as defined in the franchise agreement will include the gross sales generated through general contracting or construction work and are subject to reporting, royalties, advertising fees, and any other applicable contractual obligations.

National Accounts

As part of the franchise, you may be able to perform work on larger commercial or government accounts (referred to as a "national account") as a subcontractor of our affiliate (Colors Are Us of Nevada, LLC) or as a subcontractor for a franchisee that manages a national account.

Our affiliate or the franchisee managing the national account may perform the work on any national account they manage (regardless of the location) or they may subcontract the work to you or a third party. If you have not been approved to manage a national account, then any national account in your territory must be managed by our affiliate or by another franchisee who has qualified and been approved to manage a national account and authorized to submit bids to that national account.

In order to qualify as a subcontractor do perform work on a national account and to remain eligible to receive notifications of such jobs, you must complete the required trainings for national accounts, remain in good standing under the franchise agreement, and must properly perform the services required under the allotted national account jobs. Additionally, many national accounts impose stipulations to perform certain jobs, and you may only bid on those jobs you can perform if the bid is accepted. You cannot bid on national accounts jobs that are more than 50 miles outside your territory unless otherwise approved by us.

If you receive notice of a job opportunity to be a subcontractor on a national account in your territory, you would be required to submit a bid to our affiliate or the managing franchisee for that job. Our affiliate or the managing franchisee has the right to add an administration fee to the bid prior to submitting it to the national account. If the bid is accepted, and you complete the job, our affiliate or the managing franchisee would pay you after deducting and paying to us all applicable royalties, advertising fees, etc., on your behalf for that job. If payment is not made on your behalf, you would be required to pay us directly.

National account contracts are generally paid net 30 to 45 days, and our affiliate or the managing franchisee would remit payment to you typically within 10 days after receiving payment. However, you understand that the process for bid submission, qualifications, payment terms, etc., depends on the national account and are subject to change.

Additionally, franchisees may qualify to manage national accounts. To qualify to manage national accounts, you must: 1) have successfully operated a Painter Bros franchise for at least 2 years or have successfully operated a similar business for at least 2 years; 2) have at least 12 months' experience working on national accounts within the Painter Bros system and have properly serviced and not been in default of the national account projects; 3) have complete the required trainings to service and manage a national account; 4) have the capital necessary to meet the applicable national account's minimum capital requirements; 5) not have been in default of the franchise agreement within in the previous 12 months, even if cured; and 6) have demonstrated the ability to properly manage national accounts, which determination we will make in our sole discretion.

If you are allowed to manage a national account, then you will be allowed to manage all jobs for that national account regardless of the location of fulfilling the account. However, you may be suspended from managing a national account or have a national account removed from you if you are in default of the franchise agreement, if you do not pay subcontracts or vendors timely under the national account, your management of the national account threatens the goodwill of the Painter Bros brand, you are not following the standard

operating procedures for the national account, or you are otherwise in default of the applicable national account. In such case, our affiliate may take over management of the national account.

General Description of Market and Competition

The general market for professional residential and commercial painting services is well-developed and competitive. You will typically compete with other established residential and commercial painting businesses. There are many of these competitors from large national chains to small independent operators. You may also encounter competition from other Painter Bros franchises operated by us or other franchisees outside your territory. This business may be operated year-round but may have increased sales in the warmer months due to the nature of the product or services.

Laws and Regulations Regarding the Industry

Because this franchise is in the painting and construction industry, specific regulations regarding painting and contractor licenses will apply to the operation of your franchise. These regulations pertain to contractor licensing, lead paint removal and disposal, paint and solvent, hazardous waste handling and disposal, as well as laws and regulations pertaining to worker safety and health in the workplace. For more details you can visit www.epa.gov/lead/renovation-repair-and-painting-program.

There are also many state and local codes, ordinances, and statues regarding contractor licensing requirements, as well as statutes and regulations detailing how to define independent contractors, all of which could affect the operation of your franchise. In order to operate a Painter Bros franchise in your jurisdiction, you, or an employee of yours may be required to obtain a general painter contractor's license and/or a general contractor's license.

You should investigate whether there are any state or local laws, regulations or requirements that may apply in the geographic areas in which you intend to conduct business. One source of information regarding laws and regulations is Painting and Decorating Contractors Association at www.pdca.org. Some jurisdictions have passed laws that require businesses to pay their employees a higher minimum wage than what is required under federal law, which laws may disproportionately affect franchised businesses.

General Business Laws

You are required to follow all laws and regulations that apply to business generally. The details of state, county and local laws and regulations vary from place to place. You must research these matters. Please be aware that the changes in these laws may increase the cost of operating your business. You should consider both the effect of any such laws and regulations on your business and the cost of legal compliance.

ITEM 2
BUSINESS EXPERIENCE

Zach Tanner – Founder and CEO

Mr. Tanner has served as our Founder and CEO since our inception in January of 2017. Since May 2013, Mr. Tanner has been an owner and principal officer of various Painter Bros affiliated companies in Phoenix, Arizona, Las Vegas, Nevada, Portland, Oregon, and in Salt Lake County and Utah County, Utah. Additionally, Mr. Tanner has held the title of Owner for ZT Investments, LLC in Lindon, Utah since May 2019. Lastly, since February 2025, Mr. Tanner has been the CEO of FM Flow based in Lehi, Utah.

Bailey Rayner – Chief Development Officer

Ms. Rayner has served as our Chief Development Officer since January of 2024. Prior to that, Ms. Rayner served as our VP of Franchise Development starting February 2023. From January 2022 until February 2023, Ms. Rayner was our Brand Manager. Since January 2022, Ms. Rayner has also worked in development with FM Flow, our affiliate software company based in Lehi, Utah. Ms. Rayner has also been a Board Member for iWIT, LLC in

Boise, Idaho since December 2021, and since June 2019, Ms. Rayner has been an owner of Bailey Media, LLC in Bountiful, Utah. Previously, Ms. Rayner served as a Sales Manager for Paymentstars, Inc. in Boise, Idaho from September 2020 until January 2022, and a Data Analyst & Software Developer for Juggernautgroup, LLC in Boise, Idaho from February 2018 until January 2022. And since February 2025, Ms. Rayner has been an officer of FM Flow based in Lehi, Utah.

Luis Pineiro –Director of National Painting Projects

Mr. Pineiro has served as our Director of National Projects since February of 2021. Since May of 2021, Mr. Pineiro has also been an owner of two affiliate companies operating Painter Bros businesses in Salt Lake County and Utah County, Utah and Portland, Oregon, and since May of 2021, he has been the manager of our affiliate's Las Vegas, Nevada Painter Bros business. Previously, Mr. Pineiro was a franchisee of ours and owner of Pineiro's Professional Painting, LLC in South Jordan, Utah from February 2017 until May 2021.

Stephen Winterrowd – Chief Operating Officer

Mr. Winterrowd has been our Director of Operations since January of 2024. From June 2021 to January 2024, Mr. Winterrowd was the Managing Partner of Mitsuoka and Company, a recruitment firm based out of Cave Creek, Arizona. Additionally, since 2016, Mr. Winterrowd has run his own consulting business, Overbrook LLC, in Santa Monica, California.

John Grohol – National Accounts Advisor

Mr. Grohol has been our National Accounts Advisor since June 2025. From June 2025 to the present, John has been the COO for Painter Bros of Las Vegas. From January 2024 until June 2025, Mr. Grohol was the Senior Project Manager for Painter Bros of Las Vegas. From November 2021 until January 2024, Mr. Grohol was the VP of Operations for LIME Painting based in Denver, Colorado. From June 2019 until November 2021, Mr. Grohol was the Project Manager for Workman Properties based in Salt Lake City, Utah.

ITEM 3
LITIGATION

Dowling v. Painter Bros Franchising, LLC, Zach Tanner, Painter Bros. IP, LLC, and FM Flow, Inc., Case No. 01-25-0003-4252, (AAA Salt Lake City, Utah, filed May 30, 2025). The claimant, a former Painter Bros franchise asserts claims for fraud, negligent and intentional misrepresentation, breach of contract, breach of the implied covenant of good faith and fair dealing, civil conspiracy, and violation of the Utah Business Opportunity Disclosure Act. The claims relate primarily to allegations concerning the performance of software used in the franchise system. The claimant seeks damages of approximately $200,000. On March 10, 2026, the arbitrator denied respondents' motion to dismiss. The parties are engaged in discovery. The matter is pending.

Except as set forth above, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee – Traditional Franchise

The initial franchise fee for a 1-territory franchise is $75,000; the initial franchise fee for a 2-territory franchise is $140,000; the initial franchise fee for a 3-territory franchise is $195,000; and the initial fee for a large investment, 5-territory franchise is $305,000. The cost for additional territories is $55,000 per additional territory. Each territory will have 250,000 to 260,000 people. For example, a 3-territory franchise would have

a population of 750,000 to 780,000 people. The initial franchise fee is paid in a lump sum in full upon signing the franchise agreement.

You may also purchase additional ZIP codes. The cost of the ZIP code depends on the population of the ZIP code and the number of franchise territories that you have already purchased. For example, the cost to add a ZIP code to a 1-territory franchise is $0.30 per person ($75,000 / 250,000 = $0.30). Therefore, if you purchase a 1-territory franchise and would like to purchase an additional ZIP code that has a population of 25,000 people, the additional cost would be $7,500.

The cost of adding a ZIP code to a 2-territory franchise would be $0.244 per person in the ZIP code, and the cost of adding a ZIP code to a 3-territory franchise or above would be $0.22 per person in the ZIP code.

Initial Franchise Fee – Conversion Franchise

The initial franchise fee for a conversion franchise is $25,000 per territory, regardless of the number of territories purchased. Each territory will have 250,000 to 260,000 people. For example, a 3-territory franchise would have a population of 750,000 to 780,000 people. The initial franchise fee is paid in a lump sum in full upon signing the franchise agreement.

You may also purchase additional ZIP codes. The cost of the ZIP code depends on the population of the ZIP code and the number of franchise territories that you have already purchased. For example, the cost to add a ZIP code to a 1-territory conversion franchise is $0.10 per person ($25,000 / 250,000 = $0.10). Therefore, if you purchase a 1-territory conversion franchise and would like to purchase an additional ZIP code that has a population of 25,000 people, the additional cost would be $2,500.

Additional Franchise Purchases – Traditional Franchise

After you have purchased 3 territories (or a 3-territory franchise), you may purchase additional franchises for the reduced franchise fee of $55,000 per territory and must sign the then-current franchise agreement. This option will only be available to you if there are franchise territories available, you meet our then-current criteria for new franchisees, you are current and not in default of your franchise agreement, and, in our sole discretion, we determine to sell you another franchise.

Additional Franchise Purchases – Conversion Franchise

Conversion franchisees may purchase additional franchises for $25,000 per territory and must sign the then-current franchise agreement. This option will only be available to you if there are franchise territories available, you meet our then-current criteria for new franchisees, you are current and not in default of your franchise agreement, and, in our sole discretion, we determine to sell you another franchise.

Veteran Discount

To honor those men and women who have served our country in the U.S. Armed Forces, if your operating principal is a veteran in the U.S. Armed Forces, we offer a 15% discount off the initial franchise fee for the first territory, contingent upon verification of honorable separation. We also give a 10% discount off the initial franchise fee for the first territory if your operating principal worked as a first responder for at least 2 full years.

Required Purchases from the Franchisor or an Affiliate

All franchisees must purchase a technology package from us that includes a computer with pre-programmed software and pre-installed onboarding information relevant to operating a Painter Bros franchise. The cost for the pre-programmed computer is $5,000 and is due at the time of signing the franchise agreement.

Initial Training

Your operating principal must attend and complete our initial training program. You may also elect to bring up to 2 management and/or executive level persons to attend the initial training without having to pay an additional training fee. The cost of the initial training is $10,000 ($5,000 for conversion franchises) and must be paid to us in a lump sum at the time of signing the franchise agreement. You may also bring up to 2 additional trainees to the initial training (up to 5 people total) for a fee of $1,250 per person ($625 per person for conversion franchises). The fee for the additional trainees must be paid at least 10 days before the training begins. If you require or request additional days of training, there will be an additional fee of $250 per person per day, and we have the right in our sole discretion to limit additional training to 3 workdays (one representative for one day equals one workday, so 3 representatives assisting for one day would be 3 total workdays). You must bear the cost of all travel, lodging, meals and all other living costs and expenses and compensation for all your attendees to attend the initial training. The fee for rescheduling your initial training within 10 days of the scheduled date is $500.

Application Fee

You are required to pay us a non-refundable application fee of $250 per owner of your franchise for us to run a background and credit check. If an owner is not a citizen of the United States, there will be an additional fee of between $75 to $500 depending on the country and the cost to run the background and credit check. This amount is due at the time you submit your application to purchase a franchise. We estimate the application fees to be $250 to $2,250. This amount is due at the time you submit your application to purchase a franchise. The low range assumes there will only be one owner who is a US citizen. The high range assumes there will be 3 owners, none of which are US citizens.

Uniformity and Refunds

Unless otherwise described above, these costs and fees are uniform and are non-refundable for all franchisees as described above.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Relocation Fee[1,4]	Our costs to approve the new territory at approximately $50 per work hour, plus our legal fees	Upon approval by us of the relocation of your territory	If you wish to relocate your business and we agree, you must pay this fee to us in order to defray our costs.
Successor Franchise Agreement Fee[1]	15% of the then-current initial franchise fee	Prior to your entering into a successor franchise agreement	A successor franchise agreement is available to you only if you meet each of the requirements described in the franchise agreement at the time of your timely election to enter into a successor franchise agreement. This fee must be paid upfront at the time of entering into a successor franchise agreement.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty – Traditional Franchise[1]	5% of gross sales or $1,000 per territory per month, whichever is greater	Payable weekly as designated by us	Gross sales include all revenue from the franchise business but does not include sales tax or bona fide credits, if applicable. We require royalties to be paid by check or in accordance with our electronic funds transfer or automatic withdrawal program as developed. You cannot pay royalties with a credit card or any unauthorized form of payment.
Royalty – Conversion Franchise[1]	2% of gross sales or $1,000 per territory per month, whichever is greater Your royalty will remain at 2% of gross sales (a minimum of $1,000 per month per territory) until you generate 2x what your gross sales were during the 12 months before you became a Painter Bros franchisee. Thereafter, royalties will be 5% of gross sales (a minimum of $1,000 per month per territory).	Payable weekly as designated by us	For example, if the gross sales for your pre-existing business were $500,000 in the 12 months before you became a Painter Bros franchisee, you would pay 2% royalties (a minimum of $1,000 per month per territory) on the first $1M of gross sales as a Painter Bros franchisee and 5% on all gross sales thereafter (a minimum of $1,000 per month per territory). This applies to all jobs you perform after signing the franchise agreement even if you scheduled the job before signing the franchise agreement.
Advertising Fee[1,2]	The greater of $250 per territory per month or 2% of monthly gross sales	Same as royalty payments	See Note 2.
Lead Generation / Marketing[1,2,4]	A minimum of $15,000 per month for the first 3 months of operations and a minimum of $1,000 per month per territory thereafter	Same as royalty payments	You must pay this to our approved marketing companies to run lead generation in your territory or territories. We may increase this amount by giving you at least 60 days' prior written notice. We may increase this amount at one time or in stages, but the increase will not result in you spending more than $5,000 per month per territory during the term of the franchise agreement (after the initial marketing campaign).

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
SEO	Currently, a minimum of $399 per month per territory	Same as royalty payments	You must pay this to our approved marketing companies to run SEO (search engine optimization) in your territory(ies). We may increase this amount by giving you at least 60 days' prior written notice. We may increase this amount at one time or in stages, but the increase will not result in you spending more than $499 per month per territory on SEO during the term of the franchise agreement.
Late Charges[1,4]	$25 per late fee (up to a maximum of 2x the total amount owing per instance, per late payment and up to $500 per late report)	Payable with royalty or upon billing	Charges begin to accrue after the due date of any required payment or report.
Non-Sufficient Fund Fees[1,4]	$50 per bounced check or insufficient or disputed draft	Payable with royalty or upon billing	Or maximum allowed by state law (see state specific addendum).
Interest Charges[1,4]	18% interest or maximum rate permitted by state law, whichever is less	Payable with royalty or upon billing	Interest begins to accrue after the due date of any required payment.
Sales or Use Tax[1]	Sum equal to tax imposed	Upon billing	If a sales, use, or value added tax is assessed on fees you pay to us, you must also pay us the applicable tax when invoiced.
Audit Charge[1]	Cost of audit	Upon billing	Payable only if an audit shows an understatement of 2% or more of the amounts owing to us or an affiliate for the period audited, or records are unorganized or unavailable
Technology Fee[1,5]	Currently, $499 per month	Same as royalty payments	This fee includes basic website presence and up to 3 corporate domain email addresses. If requested by you, at our discretion, we may provide you with additional email or web addresses, and such additional costs will be borne by you.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
CRM Subscription Fee[1,5]	Currently, $499 per month	Monthly	This fee is for use of our designated CRM. This fee may be increased by the supplier, and we can designate you to pay all or a portion of this fee directly to the supplier.
OSHA Compliance Software and Service Fee	Currently, $45 to $60 per month	Monthly	We will attempt to get bulk-pricing discounts for our franchisees. We can require this fee be paid directly to the supplier. This fee is paid to us, and we pay the supplier.
New Operating Principal or New Manager Training[1,4]	$350 per day for additional training	In advance of training	Any new operating principal must complete the initial training program prior to taking over as the operating principal. New managers may be trained by your operating principal, but we can also require your managers to be trained by us if we believe such training would be in the best interest of your franchise. You will be required to pay all associated travel, food, and lodging associating with such training.
Additional Training [1,4]	$250 per person, per day	Upon billing	Depending on advanced notice and our availability, you may request additional training. We can also require your operating principal and other personnel attend additional training if your are in default or if we reasonably believe such training would be in the best interest of your franchise business. If held in person, you will also be required to pay all travel, lodging, food and other expenses for your or our representatives depending on where the training takes place.
Rescheduling Fee[1]	$500	Upon billing	Payable if you reschedule one of our trainings or do not comply with any pre-training requisites
Insurance Reimbursement Fee[1,4]	Reimbursement of premium amount, plus an administration fee of $75 per work hour	Upon billing	You are required to hold and maintain your own insurance, but if you fail to do so, we have the right to obtain insurance on your behalf.
PCI and DSS Audit Reimbursement Fee[1]	Costs of the audit	Upon billing	You must reimburse us all costs related to an audit for your non-compliance with PCI and DSS requirements.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Conference and Seminar Fees[1,4]	$800 to $1,500 per required attendee, paid in equal monthly installments during the year leading up to the conference or seminar	Upon billing	On the month after our annual conference (usually in Q1 of each year), we will notify you of the destination and registration fee per person for the next annual conference, and we will start withdrawing the monthly installment in the following month. For new franchisees, the fee is $900 per person and is due at the time you sign the franchise agreement. Each of your owners, including your operating principal must attend each annual conference. You will also be responsible for your travel, food, and lodging cost. All your owners, including your operating principal must attend the annual conference. This fee is due even if a required attendee cannot attend. We also may invite you to additional conferences, including national account conferences, if you qualify, or you may elect to go to other local conferences and seminars. You will be responsible for the registration, travel, food, and lodging for any additional conference you attend (per attendee).
Interim Management Fee[1,4]	$500 per day per representative	Time of service	Payable if we elect to operate your business during your unapproved closing, unapproved absence, incapacity, death, or after you have been given a notice of default and failed to cure. You must also pay all travel, lodging, food and other expenses for our representative(s) and other expenses that may be incurred by us to perform such services, plus royalties, advertising fees and other applicable fees. The interim management period will not last more than 6 months unless otherwise agreed.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Vendor Evaluation Fee[1,4]	$500, plus reimbursement for all our actual costs and expenses of testing	The fee is due before we evaluate potential vendors.	Payable if you want to have unapproved vendor evaluated for our approval and is due regardless of whether we approve of the vendor.
Replacement Costs	Our costs, plus $75 per hour for our time	Upon billing	If you fail to replace equipment, tools, etc., that is outdated, damaged, obsolete, etc., and we determine to replace those items for you.
Customer Complaint Resolution Fee	The costs we incur to resolve a complaint, Including providing refunds, plus $75 per hour for our time	Upon billing	If you do not respond to the complaint in a manner we deem sufficient to preserve the goodwill of the brand, we may (but are not required) to address the customer's complaint to preserve goodwill and prevent further damage to the marks.
Fees on Default[1]	Our costs associated with your default	Upon billing, as incurred	Paid in addition to other payments to us
Post-Termination Fees[1]	Actual costs	As incurred	You will be responsible for paying us any post-termination expenses, including attorneys' fees and costs to enforce your post-term obligations.
Early Termination Liquidated Damages	The greater of $50,000 or the average royalty from the previous 12 months multiplied by the lesser of 24 months or the remaining term of your franchise agreement. If you have less than 12 months of royalty history, the monthly average will be calculated or projected based on your operating history or reasonably projected operations	Upon termination	Payable if your franchise agreement is terminated prior to the expiration of the term. This is only to compensate us for lost royalties and is not our only remedy. For clarity, if there is a gap between the date the franchise business ceases operations and when the franchise agreement is terminated, then the period for calculating the 12-month average royalty will be based on the trailing 12-month period from when the franchise business closed (as compared to the date of termination).
Transfer Review Deposit	$1,000	At the time of notice of a potential transfer	You must pay us this non-refundable deposit for us to review a proposed transferee. If the transfer is approved, the deposit will be applied towards the applicable transfer fee.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Transfer Fee[1]	$5,000 per territory	At time of approved transfer	Payable when you sell your franchise, substantially all your assets, or a controlling interest in your franchise and prior to our signing any approval or new agreement. Transferees owning at least 10% of the franchise must personally guarantee the franchise agreement for us to approve the transfer. The transfer fee is subject to state law.
Minority Interest Transfer Fee[1]	Our legal fees and administrative costs related to the transfer	Upon billing	This fee applies to transfers of up to 40% of your franchisee entity—cumulative during the term of the franchise agreement. Transferees owning at least 10% of the franchise must personally guarantee the franchise agreement for us to approve the transfer. The transfer fee is subject to state law. You must also reimburse our legal fees for a transfer from individuals to a company or other entity 100% owned by those individuals.
Transfer Training Fee[1]	$10,000	At time of approved transfer	This fee is paid by the transferee and is for us to provide the initial training for up to 3 people. The transferee is required to pay for the trainees' expenses to attend initial training.
Indemnification[3]	Our damages and costs	As incurred or upon billing	You must indemnify us from and against any and all claims or damages regarding the conduct and operation of your franchise business.
Dispute Resolution Fees[1]	Our legal fees and costs if we prevail	As incurred or upon billing	You are required to pay half of the mediation and arbitration fees. We have the right to pay these amounts on your behalf and invoice you. Additionally, the prevailing party will be entitled to its legal fees and expenses.

NOTES

[1] Uniformity of Fees and Refunds. Except as shown in the remarks column, all fees are uniformly imposed and payable to us. All fees payable to us or an affiliate are non-refundable.

[2] Advertising Fee. If it is determined at the end of the year that you have not fully paid the greater of $250 per month per territory or 2% of your gross sales towards the advertising fund, then the difference will be due at the end of the year.

[3] Indemnification. You must indemnify us from damages and costs related to your acts, errors or omissions in the operation of your franchise business or your franchise business generally, and including any allegation that you are our employee, or that we are a joint employer or otherwise responsible for the acts or omissions relating to your employees.

[4] Fee Increases. We may increase these fees by up to 10% per year (cumulative) during the term of the franchise agreement based on increased costs to us (including increases to our administrative costs) and other inflation-related matters.

[5] Technology Fee and CRM Subscription Fee. These fees may increase during the term of the franchise agreement. However, if one or both of these fees do increase, the amount of the monthly charge per fee will not increase by more than a total of $50 per month within a calendar year. For example, a fee could not increase by more than $100 per month within a 2-year period.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(1-Territory Franchise)

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1]	$75,000	$75,000	Lump sum	At the time of signing the franchise agreement	Us
Application Fee	$250	$2,250	Lump sum	At the time you submit your application to purchase a franchise	Us
AMPP CP fundamentals of protective coatings (C1) course[2]	$1,300	$2,000	As negotiated	Prior to attending initial training	Suppliers
AMPP CIP level 1 course training[2] (optional but required to service or manage national accounts)	$2,800	$3,000	As negotiated	Prior to performing services for or managing a national account	Suppliers
Initial training fees and travel, lodging, food, and other expenses while training[2]	$12,500	$20,500	As incurred	Prior to and during training	Us, airlines, hotels and restaurants
Painter contractor license[3]	$0	$1,000	As negotiated	As incurred	Suppliers, government agencies
Rent (3 months of rent, plus a security deposit)[4]	$0	$7,000	As negotiated	As incurred	Suppliers

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Management/Admin costs[5]	$15,000	$40,000	As negotiated	As incurred	Management, employees, and contractors
Office supplies[6]	$0	$1,000	As negotiated	As incurred	Suppliers
Computers, hardware and software[6]	$9,000	$10,500	As incurred	As incurred	Us and suppliers
Painting equipment and supplies[7]	$150	$5,000	As negotiated	As incurred	Suppliers
Estimator's vehicle[8]	$0	$50,000	As negotiated	As incurred	Suppliers
Service vehicle[8] (Optional)	$0	$30,000	As negotiated	As incurred	Suppliers
Vehicle decal/wrap[9]	$2,000	$6,000	As negotiated	As incurred	Suppliers
Misc. opening costs[10]	$3,500	$7,500	As negotiated	As incurred	Suppliers, government departments, utilities, etc.
Professional fees[10]	$1,500	$2,500	As negotiated	As incurred	Attorneys, accountants, etc.
Insurance premiums[11]	$600	$1,400	As negotiated	As incurred	Insurance companies
OSHA compliance setup and service (3 months)[12]	$135	$680	As negotiated	As incurred	Us or the supplier
Bookkeeper (3 months)[13]	$750	$3,000	As negotiated	As incurred	Supplier
Startup package[14]	$5,600	$7,400	Lump sum	As incurred	Suppliers
Initial marketing campaign[15]	$45,000	$60,000	As negotiated	As incurred	Suppliers
Call center (3 months)[16]	$600	$2,500	As negotiated	As incurred	Suppliers
Additional funds (12-months)[17]	$120,000	$180,000	As negotiated	As incurred	Contractors, accountants, employees, etc.
TOTAL[18]	$295,685	$518,230			

YOUR ESTIMATED INITIAL INVESTMENT
(2-Territory Franchise)

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1]	$140,000	$140,000	Lump sum	At the time of signing the franchise agreement	Us
Application Fee	$250	$2,250	Lump sum	At the time you submit your application to purchase a franchise	Us
AMPP CP fundamentals of protective coatings (C1) course[2]	$1,300	$2,000	As negotiated	Prior to attending initial training	Suppliers

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
AMPP CIP level 1 course training[2] (optional but required to service or manage national accounts)	$2,800	$3,000	As negotiated	Prior to performing services for or managing a national account	Suppliers
Initial training fees and travel, lodging, food, and other expenses while training[2]	$12,500	$20,500	As incurred	Prior to and during training	Us, airlines, hotels and restaurants
Painter contractor license[3]	$0	$1,000	As incurred	As incurred	Us and suppliers
Rent (3 months of rent, plus a security deposit)[4]	$0	$7,000	As negotiated	As incurred	Suppliers
Management/Admin costs[5]	$15,000	$40,000	As negotiated	As incurred	Management, employees, and contractors
Office supplies[6]	$0	$1,000	As negotiated	As incurred	Suppliers
Computers, hardware and software[6]	$9,000	$10,500	As incurred	As incurred	Us and suppliers
Painting equipment and supplies[7]	$150	$15,000	As negotiated	As incurred	Suppliers
Estimator's vehicle[8]	$0	$50,000	As negotiated	As incurred	Suppliers
Service vehicle[8] (Optional)	$0	$30,000	As negotiated	As incurred	Suppliers
Vehicle decal/wrap[9]	$2,000	$6,000	As negotiated	As incurred	Suppliers
Misc. opening costs[10]	$3,500	$7,500	As negotiated	As incurred	Suppliers, government departments, utilities, etc.
Professional Fees[10]	$1,500	$2,500	As negotiated	As incurred	Attorneys, accountants, etc.
Insurance premiums[11]	$600	$1,400	As negotiated	As incurred	Insurance companies
OSHA compliance setup and service (3 months)[12]	$135	$680	As negotiated	As incurred	Us or the supplier
Bookkeeper (3 months)[13]	$750	$3,000	As negotiated	As incurred	Supplier
Startup package[14]	$5,600	$7,400	Lump sum	As incurred	Suppliers
Initial marketing campaign[15]	$45,000	$60,000	As negotiated	As incurred	Suppliers
Call center (3 months)[16]	$600	$3,000	As negotiated	As incurred	Suppliers
Additional funds (12-months)[17]	$120,000	$180,000	As negotiated	As incurred	Contractors, accountants, employees, etc.
TOTAL[18]	$360,685	$593,730			

YOUR ESTIMATED INITIAL INVESTMENT
(3-Territory Franchise)

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1]	$305,000	$305,000	Lump sum	At the time of signing the franchise agreement	Us
Application Fee	$250	$2,250	Lump sum	At the time you submit your application to purchase a franchise	Us
AMPP CP fundamentals of protective coatings (C1) course	$1,300	$2,000	As negotiated	Prior to attending initial training	Suppliers
AMPP CIP level 1 course training[2] (optional but required to service or manage national accounts)	$2,800	$3,000	As negotiated	Prior to performing services for or managing a national account	Suppliers
Initial training fees and travel, lodging, food, and other expenses while training[2]	$12,500	$20,500	As negotiated	Prior to and during training	Us, airlines, hotels and restaurants
Painter contractor license[3]	$0	$1,000	As negotiated	As incurred	Us and suppliers
Rent (3 months of rent, plus a security deposit)[4]	$0	$7,000	As negotiated	As incurred	Suppliers
Management/Admin costs[5]	$15,000	$40,000	As negotiated	As incurred	Management, employees, and contractors
Office supplies[6]	$0	$1,000	As negotiated	As incurred	Suppliers
Computer, hardware and software[6]	$9,000	$10,500	As negotiated	As incurred	Us and suppliers
Painting equipment and supplies[7]	$150	$15,000	As negotiated	As incurred	Suppliers
Estimator's vehicle[8]	$0	$50,000	As negotiated	As incurred	Suppliers
Service vehicle[8] (Optional)	$0	$30,000	As negotiated	As incurred	Suppliers
Vehicle decal/wrap[9]	$2,000	$6,000	As negotiated	As incurred	Suppliers
Misc. opening costs[10]	$3,500	$7,500	As negotiated	As incurred	Suppliers, government departments, utilities, etc.
Professional Fees[10]	$1,500	$2,500	As negotiated	As incurred	Attorneys, accountants, etc.
Insurance premiums[11]	$600	$1,400	As negotiated	As incurred	Insurance companies
OSHA compliance setup and service (3 months)[12]	$135	$680	As negotiated	As incurred	Us or the supplier
Bookkeeper (3 months)[13]	$750	$3,000	As negotiated	As incurred	Supplier

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Startup package[14]	$8,400	$11,100	Lump sum	As incurred	Suppliers
Initial marketing campaign[15]	$45,000	$60,000	As negotiated	As incurred	Suppliers
Call center (3 months)[16]	$600	$3,000	As negotiated	As incurred	Suppliers
Additional funds (12-months)[17]	$120,000	$180,000	As negotiated	As incurred	Contractors, accountants, employees, etc.
TOTAL[18]	$528,485	$762,430			

YOUR ESTIMATED INITIAL INVESTMENT
(Large Investment Franchise)

We offer a large investment franchise to certain qualified buyers. A large investment franchise provides the same services as a regular franchise, but a large investment franchise requires significant upfront operating capital to take on large projects and focus on and deal directly with national accounts. A large investment franchisee must also purchase at least 5 territories. For the high amount in the table below, we estimated the investment for a 10-territory franchise, but we currently do not put a maximum amount of territories that a large franchisee can purchase, so the initial investment could be higher if you purchased more than 10 territories.

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1] (low amount is 5 territories and high amount is 10 territories)	$305,000	$580,000	Lump sum	At the time of signing the franchise agreement	Us
Application Fee[1]	$250	$2,250	Lump sum	At the time you submit your application to purchase a franchise	Us
AMPP CP fundamentals of protective coatings (C1) course[2]	$1,300	$2,000	As negotiated	Prior to attending initial training	Suppliers
AMPP CIP level 1 course training[2] (optional but required to service or manage national accounts)	$2,800	$3,000	As negotiated	Prior to performing services for or managing a national account	Suppliers
Initial training fees and travel, lodging, food, and other expenses while training[2]	$12,500	$20,500	As incurred	Prior to and during training	Us, airlines, hotels and restaurants
Painter contractor license[3]	$0	$1,000	As incurred	As incurred	Us and suppliers
Rent (3 months of rent, plus a security deposit)[4]	$3,600	$7,000	As negotiated	As incurred	Suppliers

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Management/Admin costs[5]	$15,000	$40,000	As negotiated	As incurred	Management, employees, and contractors
Office supplies[6]	$0	$1,000	As negotiated	As incurred	Suppliers
Computer, hardware and software[6]	$9,000	$10,500	As incurred	As incurred	Us and suppliers
Painting equipment and supplies[7]	$150	$30,000	As negotiated	As incurred	Suppliers
Estimator's vehicle[8]	$0	$60,000	As negotiated	As incurred	Suppliers
Service vehicles[8] (Optional)	$0	$80,000	As negotiated	As incurred	Suppliers
Vehicle decal/wrap[9]	$4,000	$9,000	As negotiated	As incurred	Suppliers
Misc. opening costs[10]	$3,500	$7,500	As negotiated	As incurred	Suppliers, government departments, utilities, etc.
Professional Fees[10]	$1,500	$2,500	As negotiated	As incurred	Attorneys, accountants, etc.
Insurance premiums[11]	$600	$1,400	As negotiated	As incurred	Insurance companies
OSHA compliance setup and service (3 months)[12]	$135	$680	As negotiated	As incurred	Us or the supplier
Bookkeeper (3 months)[13]	$750	$3,000	As negotiated	As incurred	Supplier
Startup package[14]	$8,400	$11,100	Lump sum	As incurred	Suppliers
Initial marketing campaign[15]	$45,000	$60,000	As negotiated	As incurred	Suppliers
Call center (3 months)[16]	$600	$3,000	As negotiated	As incurred	Suppliers
Additional funds (12-months)[17]	$120,000	$180,000	As negotiated	As incurred	Contractors, accountants, employees, etc.
TOTAL[18]	$534,085	$1,115,430			

YOUR ESTIMATED INITIAL INVESTMENT
(Conversion Franchise)

We also offer those with existing painting businesses with annual gross sales of $500,000 to $1,000,000 to convert to a Painter Bros franchise for the low amount in the table below, we estimated the investment for a 1-territory franchise. For the high amount in the table below, we estimated the investment for a 3-territory franchise, but we currently do not put a maximum amount of territories that a conversion franchisee can purchase, so the initial investment could be higher if you purchased more than 3 territories.

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial franchise fee[1] (low amount is for 1 territory and the high amount is 3 territories)	$25,000	$75,000	Lump sum	At the time of signing the franchise agreement	Us

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Application Fee[1]	$250	$2,250	Lump sum	At the time you submit your application to purchase a franchise	Us
AMPP CP fundamentals of protective coatings (C1) course[2]	$0	$2,000	As negotiated	Prior to attending initial training	Suppliers
AMPP CIP level 1 course training[2] (optional but required to service or manage national accounts)	$0	$3,000	As negotiated	Prior to performing services for or managing a national account	Suppliers
Initial training fees and travel, lodging, food, and other expenses while training[2]	$6,200	$8,000	As incurred	Prior to and during training	Us, airlines, hotels and restaurants
Painter contractor license[3]	$0	$1,000	As incurred	As incurred	Us and suppliers
Rent (3 months of rent, plus a security deposit)[4]	$0	$7,000	As negotiated	As incurred	Suppliers
Management/Admin costs[5]	$0	$24,000	As negotiated	As incurred	Management, employees, and contractors
Office supplies[6]	$0	$1,000	As negotiated	As incurred	Suppliers
Computer, hardware and software[6]	$0	$10,500	As incurred	As incurred	Us and suppliers
Painting equipment and supplies[7]	$0	$30,000	As negotiated	As incurred	Suppliers
Estimator's vehicle[8]	$0	$60,000	As negotiated	As incurred	Suppliers
Service vehicles[8] (Optional)	$0	$80,000	As negotiated	As incurred	Suppliers
Vehicle decal/wrap[9]	$2,000	$6,000	As negotiated	As incurred	Suppliers
Misc. opening costs[10]	$0	$10,000	As negotiated	As incurred	Suppliers, government departments, utilities, etc.
Professional Fees[10]	$0	$1,500	As negotiated	As incurred	Attorneys, accountants, etc.
Insurance premiums[11]	$600	$1,400	As negotiated	As incurred	Insurance companies
OSHA compliance setup and service (3 months)[12]	$135	$680	As negotiated	As incurred	Us or the supplier
Bookkeeper (3 months)[13]	$750	$3,000	As negotiated	As incurred	Supplier
Startup package[14]	$5,600	$7,400	Lump sum	As incurred	Suppliers
Initial marketing campaign[15]	$45,000	$60,000	As negotiated	As incurred	Suppliers
Call center (3 months)[16]	$600	$2,500	As negotiated	As incurred	Suppliers

TYPE OF EXPENDITURE	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Additional funds (12-months)[17]	$120,000	$180,000	As negotiated	As incurred	Contractors, accountants, employees, etc.
TOTAL[18]	$206,135	$576,230			

NOTES

[1] Franchise Fee. This amount must be paid upfront in full at the time of signing the franchise agreement. If your operating principal is a U.S. Armed Forces, you will receive a 15% discount off the initial franchise fee, contingent upon verification of honorable separation. We also give a 10% discount off the initial franchise fee for the first territory if your operating principal was a first responder for at least 2 full years. You are required to pay us a non-refundable application fee of $250 per owner of your franchise for us to run a background and credit check. If an owner is not a citizen of the United States, there will be an additional fee of between $75 to $500 depending on the country and the cost to run the background and credit check. This amount is due at the time you submit your application to purchase a franchise. The low range assumes there will only be one owner who is a US citizen. The high range assumes there will be 3 owners, none of which are US citizens. Discounts cannot be combined with other discounts.

[2] Initial Training Program. The initial training program will consist of an online training through a third party and in-person training at our headquarters as detailed below. This training will likely not be needed for conversion franchises.

[2] *AMPP CP Fundamentals of Protective Coatings (C1) Course*. This is an online course and must be completed prior to attending our initial training. This is an in-person course held at different locations around the US. This training will likely not be needed for conversion franchises.

[2] *AMPP CIP Level 1 Certification (Optional)*. This is a 5-day optional training, but it must be completed prior to servicing or managing a national account.

[2] *Initial Training at Corporate Headquarters*. This estimate includes the $10,000 initial training fee and the cost of sending trainees to the initial training. There is no additional training fee for your first 3 attendees. Up to 2 additional trainees may attend the initial training (up to 5 people total) for a fee of $1,250 per person ($625 per person for conversion franchises). Additionally, if you require or request additional days of training, there will be an additional fee of $250 per person per day. You are responsible for paying all travel, lodging, food and other expenses for your attendees during these trainings directly to the supplier (hotels, airlines, restaurants, car rental companies, etc.). These costs will vary widely as a function of the distance traveled and the choice of accommodations, lodging, and transportation.

[3] Painter Contractor's License. In order to operate a Painter Bros franchise in your jurisdiction, you or an employee of yours may be required to obtain a general painter contractor's license and/or a general contractor's license. The cost to obtain a general painter contractor's license may vary by state.

[4] Office Space and Rent. It is anticipated that you will operate the franchise business from your home rather than lease office space, at least initially. A commercial office space will vary depending on your needs, but we estimate you will need between 250 and 350 square feet, and we estimate your lease to be $12 to $20 per square foot per annum. You are encouraged to negotiate a "free rent" period for the time it takes to build out your business. You may be able to negotiate additional free rent or reduced rent periods after opening as well. Additionally, if you have your own crew and your vehicles are unable to store all your equipment, you may be required to lease a storage unit, which will increase your expenses by approximately $50 to $250 per month.

[5] Management/Admin Costs. These costs include the ongoing expenses of hiring an estimator and a foreman to assist in managing and operating your business. If you are an owner operator, you can assume one or

more of these management and admin roles yourself, and your costs for management and administration will decrease accordingly based on the roles you assume yourself. You must use and pay for the recruiter firm we designate to hire sales and management personnel. We estimate this cost to be $8,500 to $15,000 per hire depending on the position filled. You must hire at least 1 sales person at the beginning on operations. You must also hire our designated bookkeeping service to manage your bookkeeping.

[6] Office Supplies, Computers, Hardware and Software. Depending on your current situation, you may need to purchase such things as a desk, a chair, and other office supplies. These estimates also include the cost of your preprogrammed computer ($5,000), and other hardware and software required to open and operate your Painter Bros franchise, which must include at least one 64G iPad per painting crew. These items may be leased by you. This also includes the technology fee and CRM fee for the first 3 months.

[7] Painting Equipment and Supplies. At a minimum, you are required to purchase a laser range finder and a 12-inch measuring wheel for estimates. It is anticipated that you will subcontract the actual painting or service for your customers, but you may also decide to have your own crew. If you desire to have your own crew but do not already have the equipment and supplies from operating a business similar to your franchise business, then you must purchase or lease the equipment and supplies to provide professional residential and commercial painting services. If you elect to have your own crew, we anticipate you will only need one crew to begin operating your franchise business. Should you elect to begin operations with more than one crew, your investment may exceed the disclosed investment range. If you are a conversion franchise, you may already have all the needed painting equipment and supplies and crew.

[8] Vehicles. You must have a vehicle for your estimator approved by us (prior to lease or purchase The purchase of a service vehicle is optional, but each of your painting crews must have a service vehicle (which is oftentimes provided by the painting crew you hire). The vehicle for your painting crew must be a full-sized truck or van and must accommodate all the equipment needed to provide professional residential and commercial painting services. Your estimator's vehicle does not need to be a truck or van. Each of your vehicles must be maintained in good condition and repair with no external damage or unreasonable wear and tear, must maintain a professional appearance, cannot be more than 10 years old, and must be approved by us prior to being wrapped or used in the franchise business. You may also purchase an enclosed trailer, which must be approved by us, to carry and store your equipment. You are solely responsible for providing the required licenses, insurance, maintenance, and upkeep for all your vehicles.

[9] Vehicle Wrap. You are required to wrap each vehicle used in your franchise business with a high-quality wrap as detailed in our manuals. We estimate the cost of a vehicle wrap to be $2,000 to $3,000 per vehicle. You must keep your vehicle wraps in good condition, free from unsightly or unprofessional wear and tear. Your vehicles must be wrapped before you begin operations.

[10] Miscellaneous Costs; Professional Fees. These miscellaneous costs include utility set up fees, deposits, and other startup costs. Professional fees include legal fees, business entity organization, and accounting fees. Rates for professionals can vary significantly based on locale, area of expertise, and experience.

[11] Insurance. You need to purchase general liability insurance, workers' compensation, commercial vehicle insurance, umbrella insurance, and any other insurance required by your state. The cost of insurance may vary depending on the insurer, the location of your franchise business, and your claims history.

[12] OSHA Compliance Setup and Service. You must use and pay for the OSHA compliance software and service designated by us to assist you with your OSHA compliance. The initial setup fee is $500, and the current service fee is $45 to $60 per month. This fee is paid to us, but we can require you to pay the supplier directly.

[13] Bookkeeper. You must hire our designated bookkeeper to manage your financials and books. The cost will depend on the level of bookkeeping service you desire, but we estimate the cost to be $250 to $1,000 per month, depending on your level of business.

[14] Startup Package. Our standard startup package includes logoed pens, estimate folders, door hangers, business cards, logoed polos and t-shirts, brochures, job folders and a laser measurer.

[15] Initial Marketing Campaign. A minimum of $15,000 per month for the first 3 months of operations and a minimum of $1,000 per month per territory thereafter. The range in initial marketing depends on your anticipated overhead. For example, if you hired management and administrative personnel, you would need to spend more on your initial advertising campaign, so that you can increase your revenue and cover the additional overhead.

[16] Call Center. You must use our approved call center service until we approve of your team managing your own customer leads and calls. You may not field your own customer leads or calls without our prior written permission. The call center must integrate with our designated CRM. We estimate the amount for the call center service to be $200 to $600 per month.

[17] Additional Funds. This estimate includes your operating capital for commercial projects for the first 12 months of operating your franchise business. You are required at all times to maintain a minimum amount in your operating bank account sufficient to cover at least 3 months of operations, but in no event less than $20,000 per territory, or you must have at least a $10,000 line of credit at all times for business emergencies; except that if you do not have the required line of credit, then in any 30-day period, the operating bank account may have less than such amount for a period of up to 10 days. If you purchase a large-investment franchise, the minimum amount is $50,000 rather than $10,000. You are required to provide us with view-only access to your operating bank account (including conversion franchises), and you cannot have more than one operating bank account (conversion franchises cannot have a separate bank account for their prior customers or business) or change operating accounts without our consent. In addition, you may need to include an amount payable to you. We have relied upon the experience of our principals opening various Painter Bros territories starting in 2017 and that of our operating franchisees to compile these estimates.

[18] Total. This is the total amount estimated you will spend as an initial investment into your franchise business. The total amount is the sum of each item identified in the tables above; however. We do not offer direct or indirect financing for any item. All fees and amounts payable to us or an affiliate are non-refundable. You should verify with any third-party payee whether such payments, deposits, or fees are refundable or not.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Suppliers, Proprietary Products and Required Purchases

You must operate your franchise business according to our system and specifications, including purchasing, leasing, or subscribing to certain items or services according to our specifications, and/or purchasing or leasing such items from approved suppliers. You may not deviate from these methods, standards and specifications or purchase from unapproved suppliers without our prior written consent.

You must purchase, lease, or subscribe to the following products and services from us, other sources designated or approved by us, or according to our specifications as set forth in the manuals:

Item or Service	Is the franchisor or an affiliate an approved supplier of this item?	Is the franchisor or an affiliate the only approved supplier of this item?
Estimating software	Yes	Yes
Tracking and reporting templates	Yes	Yes
Marketing	Yes	No
Paint (currently Sherwin Williams)	No	No
Painting equipment	No	No
Brochures	No	No
Vehicles	No	No
Vehicle wraps	No	No
Uniforms	No	No

Startup package	No	No
Job and quote folders	No	No
Insurance	No	No
Technology package	Yes	Yes
Tablets	Yes	No
CRM	Yes	Yes
Merchant provider (through the CRM)	Yes	Yes
Accounting software	Yes	No
Bookkeeping	No	No
Recruiting agency	No	No
Call center	Yes	No
Estimation tools	Yes	No

Insurance

You must at all times during the entire term of the franchise agreement and at your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc., which minimums may be adjusted from time to time in our sole discretion:

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability Insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate or leasehold minimum, whichever is greater
Commercial Automobile Insurance	At least $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage)
Umbrella Insurance	$1,000,000
License Bond, Surety, Letter of Credit or Similar Protection	As required on a per state basis
Government Required Insurances	All workers' compensation and employment insurance on your employees as required under all federal and state laws (cannot exclude owner-operator requirement)

These policies (excluding workers' compensation) will insure you, us, and our officers, directors, and nominees as additional insureds against any liability that may accrue by reason of your ownership, maintenance or operation of the franchise business. These policies will stipulate that we will receive a 30-day written notice prior to cancellation or termination, and we must receive a 30-day notice of any modification. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to us must be furnished to us together with proof of payment prior to you beginning operations. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate.

If you fail to obtain or maintain insurance, we may obtain insurance for you, and you will pay us the premium costs upon our demand, plus an administration fee of $75 per work hour for our time. We may periodically increase the amounts of coverage required and/or require different or additional coverage. We have the right to require that you obtain from your insurance company, and subsequently provide to us for our review, a report of claims made and reserves set against your insurance (commonly known as "loss runs").

Approved Suppliers

We may enter into contracts with suppliers for items or services purchased by our franchisees. Pursuant to these contracts, you will be required to purchase items or services from approved suppliers. All currently approved suppliers and specifications are made available to you before the beginning of operations. You must receive our prior written approval to deviate in any manner from our specifications.

Ownership in Approved Suppliers

Some of our officers have an ownership interest in Painter Bros Franchising, LLC, Colors Are Us of Nevada, LLC, and FM Flow, Inc., which are some of our approved suppliers.

Proportion of Required Purchases and Leases

We estimate that the proportion of required purchases will represent approximately 80% to 90% of your overall purchases in opening your franchise business and 85% to 95% of your overall purchases in operating your franchise business.

Revenue to Us and Our Affiliates from Suppliers

We or our affiliates may derive income from required purchases or leases of goods or services made by our franchisees from approved sources. We have negotiated to receive a rebate of approximately 5% to 10% from certain paint and equipment suppliers. In the last fiscal year ending December 31, 2025, our revenues from the sale of these products and services to franchisees was $66,500 or 2.3% of our total revenues of $2,935,953. We did not have an affiliate that derived revenue from the sale or lease of goods or services to our franchisees in the last fiscal year ending December 31, 2025.

Non-Approved Suppliers

Except for certain trademark and private label items and designated source items described above, if you desire to use a particular supplier, or if you would like us to consider alternative goods, and if that supplier or good meets the specifications and requirements of our system, at our discretion, we may approve that supplier to become an approved supplier or for that good to become an approved good in our system.

You may establish suppliers on the approved list by making appropriate application to us. The following general criteria is used in considering whether a supplier will be designated as an approved source (or if an alternative good will be approved): the ability of the supplier to make the product to our standards and specifications; price and quality of the product; reputation of the supplier; quality assurance systems; a willingness by the supplier to cooperate and work with you and other franchisees; the supplier's production and delivery capabilities; the financial condition of the supplier; the ability and willingness of the supplier to train you and us on the effective and safe use of the product; and the supplier's professional competence and performance abilities. We do not make our criteria for approving suppliers available to our franchisees at this time. We will use our best judgment in setting and modifying specifications to maintain the quality and integrity of the franchise system.

If you desire to purchase any of the items listed in this Item 8 from an unapproved supplier or to purchase an alternative good, you will submit to us a written request for this approval or request the supplier itself to do so. We may require you to submit sufficient information and data to permit us to ascertain whether a supplier or good meets our specifications. Before beginning our evaluation, you will be required to pay a vendor evaluation fee of $500. You will also be required to reimburse us for all our reasonable expenses incurred in our evaluation. The evaluation fee is not refundable regardless of whether we approve of a supplier or good. We will notify you in writing within 30 days after completing our evaluation as to whether the supplier or good has been approved or disapproved. We may make changes or alterations in the standards and specifications for approving suppliers and alternative goods. At our discretion, we may revoke our approval from an approved supplier or good upon 30 days' written notice to you.

Standards and Specifications

We may issue new specifications and standards for any aspect of our brand or system, or modify existing specifications and standards, at any time by revising our manuals and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to do so) issue new or revised specifications only after thorough testing in our headquarters, in company-owned territories, and/or a limited market test in multiple territories.

Negotiated Arrangements

At this time, there are no purchasing or distribution cooperatives, but we currently do negotiate purchase arrangements with suppliers, including price and terms for the benefit of franchisees.

We have negotiated favorable pricing on paint with Sherwin Williams for our franchisees regardless of the franchisee's territory location. Additionally, because Painter Bros Franchising, LLC is a franchise company rather than a painting company, we have been able to negotiate a favorable status as a reseller with certain suppliers that allows us to sell equipment and supplies to you at a discounted rate.

Benefits Provided to You for Purchases

We do not provide material benefits to you based on your purchase of particular products or services or use of particular suppliers (e.g., grant renewals or additional franchises to franchisee's based on purchases).

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Section 4.1	Item 11
b.	Pre-opening purchases/leases	Sections 8.1 and 8.4 and paragraphs 6.1.9, and 6.1.11	Item 8
c.	Site development and other pre-opening requirements	Article IV	Items 7 and 11
d.	Initial and ongoing training	Paragraph 6.1.4 and section 7.3	Item 11
e.	Opening	Section 4.2 and paragraph 7.3.1	Item 11
f.	Fees	Article V	Items 5, 6 and 7
g.	Compliance with standards and policies/operating manual	Section 6.2 and Article IX	Items 8 and 11
h.	Trademarks and proprietary information	Article III	Items 13 and 14
i.	Restrictions on products/services offered	Article VIII	Item 8 and 16
j.	Warranty and customer service requirements	Paragraph 6.1.2 and section 8.6	Item 11
k.	Territorial development and sales quotas	Not Applicable	Item 12
l.	Ongoing product/service purchases	Article VIII	Item 8
m.	Maintenance, appearance, and remodeling requirements	Paragraphs 2.2.5, and 6.1.2	Item 11
n.	Insurance	Paragraph 6.1.9	Item 8
o.	Advertising	Article X	Items 6 and 11
p.	Indemnification	Section 15.2	Item 6
q.	Owner's participation/ management/staffing	Paragraphs 6.1.6, 6.1.8, and 6.2.3	Items 11 and 15
r.	Records and reports	Sections 5.4, 5.5 and 6.1.12	Item 6
s.	Inspections and audits	Paragraphs 5.5.2 and 6.2.2(ii)	Items 6 and 11
t.	Transfer	Article XIV	Item 17

	Obligation	Section in Agreement	Disclosure Document Item
u.	Renewal	Section 2.2	Item 17
v.	Post-termination obligations	Section 12.1	Item 17
w.	Non-competition covenants	Article XVI	Items 14, 15 and 17
x.	Dispute resolution	Article XVII	Item 17
y.	Compliance with government regulations	Sections 4.1 and 16.1 and paragraphs 6.1.1, 6.1.8, 6.1.9	Items 1 and12
z.	Guarantee of franchisee obligations	Section 6.3	Item 15

ITEM 10
FINANCING

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

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, Painter Bros Franchising, LLC is not required to provide you with any assistance.

Pre-Opening Assistance

1) We anticipate your business will be operated from a home office though you may choose to operate from a commercial location. We do not offer assistance or guidance in locating, remodeling or decorating any office space. Your office location must still comply with local, state, and federal laws, rules, and ordinances for operating a business [franchise agreement section 4.1].

2) We will designate your territory or territories [franchise agreement section 1.1].

3) We will make available general written specifications for necessary equipment, vehicle wraps, fixtures, opening inventory, supplies and other items listed in Item 8. Unless we are an approved supplier of an item and you purchase the item directly from us, we do not provide these items to you directly, but we do provide you with the names of the approved suppliers for these items. We provide you with a list of specifications for approved products, equipment, supplies and materials, but other than shipping items that you order from us, we do not assist in the delivery or installation of any of these items [franchise agreement section 8.1.1].

4) We will loan you a copy or provide electronic access to our confidential manuals containing mandatory policies, operating procedures, and other information. The table of contents of the operations manual is included as Exhibit "F" to this disclosure document. Our operations manual is currently 127 pages [franchise agreement article IX].

5) We will provide an initial training program and opening assistance described at the end of this Item 11 [franchise agreement paragraph 6.1.4].

Site Selection and Commencing Operations

If you do not have access to a home office or similar location from which to operate your franchise business, you are required to either purchase or lease an office from which to operate your franchise business within 3 months of signing the franchise agreement. If you and we cannot agree on a site, your franchise agreement may be terminated. We do not typically own properties that we lease to you. You are required to begin operations no later than 6 months after you sign the franchise agreement. You must give us not less than

30 days' prior written notice of commencing operations. Failure to meet these deadlines may result in a termination of the franchise agreement without a refund [franchise agreement article IV].

Estimated Length of Time Before Operation

It is estimated that the length of time between the signing of the franchise agreement and the opening of your franchise business is 1 to 6 months (3 to 6 weeks for conversion franchises). Factors affecting this length of time usually include financing arrangements, hiring painters, local ordinance compliance, obtaining a painter contractor's license, completing training, and delivery of equipment, marketing materials, and supplies.

Assistance During Operation

1) We will provide you with approved suppliers for marketing services in your territory or territories. We must approve all landing pages for local marketing campaigns through our designated supplier [franchise agreement sections 5.3 and 10.2].

2) We will designate a customer relation management software with capabilities for reporting, customer payments, customer data, and a customizable estimating software that you are required to use to estimate jobs [franchise agreement section 6.1.11].

3) We will provide you with updates to the manuals, which updates may be in the form of emails, newsletters, announcements, technical bulletins, or other written directives through means determined by us. We have the right to modify the manuals to reflect changes to the system, including the development of or change in products and services [franchise agreement section 9.1]. The modifications may obligate you to invest additional capital in your franchise business and to incur higher operating costs. You must incorporate all such modifications within the time periods that we specify [franchise agreement paragraph 6.2.2(i)]. The most current version of the manuals will be controlling in the event of a dispute relative to the contents of the manuals [franchise agreement article IX].

4) At your reasonable request or at our discretion, we will provide assistance either remotely or in person. For additional in-person training, you will be required to cover all travel, lodging, food, and other expenses of your attendees of our representatives [franchise agreement paragraph 6.1.4 and section 7.2].

5) We will provide you with up to 3 email addresses that must be used in all correspondence and communications involving your franchise business. We have the right to access any email account that we provide to you. You are not allowed to use a non-approved email for business purposes involving the franchise business. You may purchase additional email addresses from us for a fee (currently, $20 per month) [franchise agreement paragraph 6.1.11)(i)].

6) We may hold conferences to discuss improvements, new developments, mutual concerns and business issues. If held, either your operating principal or your manager must attend the annual conferences. There will be a conference fee, and you must pay all your attendees' travel, lodging, food and other expenses. These conferences may be held at various locations chosen by us [franchise agreement paragraph 6.1.13]. You may also be invited to attend other conferences, including national account conferences if you qualify to perform services for or manage a national account. You will be responsible for all costs related to attending the other conferences, including registration, travel, food, and lodging.

7) We may make periodic inspections of your franchise business and job sites, which may be done in person or through remote access such as video or live video conferencing and may be performed through a third-party provider. Inspections may be conducted without prior notice to you [franchise agreement paragraph 6.2.2(ii)].

8) We may conduct additional seminars, which may be through online webinars, videos, live video conferencing or other electronic media, phone conferences or in person, to discuss improvements, new developments, mutual concerns and business issues, sales, marketing, personnel training, bookkeeping, accounting, inventory control and performance standards. Attendance for these additional

seminars is optional. If you choose to attend, there may be a seminar fee, and you must pay all your travel, lodging, food, and other expenses. In-person seminars are normally held at our headquarters or as available at regional facilities [franchise agreement paragraph 6.1.13].

9) We may provide you with such continuing assistance in the operation of the franchise business as we deem advisable [franchise agreement section 7.2].

10) We may refine and develop products or services that you will offer to your customers [franchise agreement paragraph 6.2.2(i)].

11) To the degree permitted by law, we may suggest retail price, and specify maximum and minimum pricing above and below which you cannot not sell any goods or services [franchise agreement paragraph 6.1.10].

Advertising and Promotion

You are required to participate in all marketing programs as directed by us and to use all materials, mediums, and other information made available to you in doing so.

We may provide you with copies of marketing materials developed by us and provide new marketing techniques as developed. You are not allowed to develop marketing materials for your use [franchise agreement sections 10.2 and 10.3

Marketing and SEO

You must spend a minimum of $15,000 per month on lead generation and marketing in your territory(ies) for the first 3 months of operations and a minimum of $1,000 per month per territory thereafter. We will control all landing pages for your lead generation. With our pre-approval, we may allow you to advertise through other mediums such as Home Advisor and Yelp or other marketing channels [franchise agreement sections 5.3 and 10.1].

Advertising Fund

Although under the terms of the franchise agreement we are not obligated to conduct advertising for the franchise system or to spend any amount on advertising in your territory, we have the right to maintain and administer a national advertising, marketing, and development fund (referred to as the “advertising fund”) for marketing or public relations program as we, in our sole discretion, may deem necessary or appropriate to advertise and promote the franchise system [franchise agreement section 10.1].

You must pay us an advertising fee of 2% of gross sales or $250 per month per territory, whichever is greater. Corporate outlets owned by us or our affiliates contribute to this fund on the same basis as our franchisees, but we reserve the right to use our affiliates’ contributions solely for the purpose of soliciting new franchisees, not to exceed 20% of the total contributions to the fund, and we also reserve the right to include a notation in any advertisement or website indicating “franchises available” or similar phrasing. We do not have any franchises that do not pay advertising fees [franchise agreement section 10.1].

We are responsible for administering the advertising fund, but we are not a fiduciary or trustee of the advertising fund. We will direct all uses of the fund, with sole discretion over: 1) the creative concepts, materials, endorsements and media used (which may include television, Internet, social media, radio, print and other media and marketing formats as developed over time, as funds permit); 2) the source of the marketing or public relation efforts (which may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement and allocation of these programs (which will be local or regional); 4) the composition of all geographic territories and market areas for the development and implementation of these programs; and 5) all other uses of the fund for marketing purposes [franchise agreement section 10.1].

We may loan money to or receive payment for providing goods or services to the advertising fund. We are not required to spend any amount from the advertising fund on marketing directly in the area or territory

where you are located. We make no representations that advertising expenditures from the advertising fund will benefit you or any other franchisee directly, on a pro rata basis, proportionally, or at all.

Advertising Expenditures in the Last Fiscal Year

During the last fiscal year ending December 31, 2025, the marketing funds were used in the following ways: 92% on marketing efforts, including website development and maintenance, email campaigns, SEO, marketing apparel and swag, social media, and testimonial videos; and 8% on the national account conferences. Unused marketing funds in any calendar year will be applied to the following year's fund. The advertising fund is unaudited. Once each calendar year, you may send us a written request to receive an unaudited annual report of marketing expenditures of the prior fiscal year. This report will be made available within 90 days of request [franchise agreement paragraph 10.1.2].

Participation in Other Advertising Funds

At this time, you are not required to participate in any other marketing funds. No franchise council is anticipated at this time, and you are not required to participate in a local or regional advertising cooperative.

Internet and Social Media

We may allow you to place pre-approved information concerning your franchise business on our website or a subdomain, as developed by us. We will own the social media accounts related to the brand, but we may decide to provide you with access to the social media account for your territory for certain management responsibilities and functions. You must follow our policies regarding use of the internet and social media related to the brand and your franchise business [franchise agreement section 10.5].

Computer System

We require the use of a CRM designated by us and that meets our specifications for your point-of-sale system, and we reserve the right to designate a different POS system in the future. We have the right to withhold or instruct the applicable merchant processing company to deduct all the applicable fees that you owe to us prior to remitting processed payments to you [franchise agreement section 6.1.11].

We require that you have a tablet approved by us, and a computer at your office that meets our specifications, uses our designated software and is capable of running Excel and other Microsoft programs and sending and receiving emails. We provide you with a pre-programmed computer at the start of operations. The cost of the computer is $5,000, and you must pay us this amount upon signing the franchise agreement. Additionally, you must have a printer to print out customer contracts and other forms designated by us. For defective equipment, products, software or other items purchased by you, you must deal directly with that manufacturer [franchise agreement sections 6.1.11 and 8.6].

Our designated CRM currently generates and stores customer transactions, customer information, quotes, estimating reports, templates, and forms and other information customarily stored on a POS system. You must provide us independent access to the customer transactions, customer information quotes, estimating reports, templates, and forms generated on your computers and tablets (if not accessible through the CRM). We can require you to obtain a static IP address from your internet provider. There are no contractual limits on our rights to do so. You must keep these systems available for our access 24 hours a day, 7 days a week, and provide us with user IDs and passwords, if necessary. All data collected or provided by you, downloaded from your POS system, or otherwise collected from you by us or provided to us, is and will be owned exclusively by us, and we have the right to use the data in any manner without compensation to you. We may require updates and upgrades to your tablet, computer hardware, software and printer during the term of the franchise agreement, there are no contractual limits on our right to do so. The maintenance, repair and upgrade of these items are at your expense [franchise agreement section 6.1.11 and paragraph 6.1.12]. The estimated cost for the purchase of the tablet, computer and printer is $6,000 to $7,500, and we estimate the cost to maintain, upgrade and support your tablet, computer and printer to be less than $500 per year.

Initial Training Program

The initial training program will consist of an online training through a third party and training at our headquarters as detailed below.

Pre-Initial Training Certification

Prior to attending initial training, your operating principal (or other personnel approved by us) must complete an online training for AMPP CP Fundamentals. This is an online training. The cost of this training is approximately $2,800 (borne by you) and is paid to our designated supplier [franchise agreement paragraph 6.1.4]. This training may not be necessary for conversion franchises.

Initial Training at Corporate Headquarters

We provide an initial training program that is currently held at our headquarters in Utah. The length of training depends on the prior experience of your attendees but should last approximately 3 to 5 days (approximately 2 to 4 days for conversion franchises). The training program is held as needed. Your operating principal and your managers are required to attend and successfully complete the initial training program [franchise agreement paragraph 6.1.4].

Your "operating principal" is: a) if the franchisee is an individual, that individual; or b) if the franchisee is an entity, an individual that owns at least 51% of the ownership and voting interests in the franchisee entity (unless you obtain our written approval of a lower percentage), has authority over all business decisions related to the franchise business, and has the power to bind the franchise business in all dealings with us. The operating principal must also be involved with the business as described in Item 15 [franchise agreement article XXI].

All attendees must successfully complete training to our satisfaction. Successful completion of the initial training will be determined by our trainers but includes demonstrating competence in several areas of running a franchise business and passing an exam or exams at the end of or throughout training. These areas include knowledge of basic policies and procedures, project management, marketing, estimating, job tracking and reporting, customer retention, contract management, employment matters, basic business skills, and paint store protocol. Failure to successfully complete training is a default of the franchise agreement. Successful completion of training must be completed at least 2 weeks before you may open your franchise business [franchise agreement paragraph 6.1.4].

The cost of the initial training is $10,000 ($5,000 for conversion franchises) and must be paid to us in a lump sum at the time of signing the franchise agreement. There is no additional training fee for your first 3 attendees. Up to 2 additional trainees may attend the initial training (up to 5 people total) for a fee of $1,250 per person ($625 per person for conversion franchises). If you require or request additional days of training, there will be an additional fee of $250 per person per day, and we have the right in our sole discretion to limit additional training to 3 workdays (one representative for one day equals one work day, so 3 representatives assisting for one day would be 3 total work days). You must bear the cost of all travel, lodging, meals and all other living costs and expenses and compensation for all of your attendees to attend the initial training. The cost of additional trainees or additional days at training must be paid half upfront and half due within 10 days of completing the training. The fee for rescheduling a training within 10 days of the scheduled date is $500. The estimated cost for your attendees to attend the initial training is between $12,500 and $20,500 ($6,250 to $10,250 for conversion franchises).

Below is a table listing the subjects taught and the amount of classroom and onsite training provided as part of the initial training. For conversion franchises, we plan to provide less training on how to run a business and to create a bid for a job as conversion franchises should already have experience in these areas, and the total hours of training will likely be reduced by about half depending on the experience and knowledge of the conversion franchise owner and his or her personnel.

TRAINING PROGRAM[1]

Subject	Hours Of Classroom Training	Hours Of On – The - Job Training	Location
AMPP CP Fundamentals	10	0	Online
AMPP CIP Level 1 Certification (optional but required to service or manage national accounts)	0	36-45	Offered Nationwide by Third Parties
Project Estimating	3-5	10-15 (after opening)	Utah County, Utah
Project Management	7-10	10-15 (after opening)	Utah County, Utah
Marketing	2-5	0	Utah County, Utah
Job Tracking & Reporting	1-2	0	Utah County, Utah
Customer Retention	1-2	0	Utah County, Utah
Contracts	1-2	0	Utah County, Utah
Employment Matters	1-2	0	Utah County, Utah
Paint Store Protocol	1-2	1-2	Utah County, Utah
Business Skills	2-3	0	Utah County, Utah
Commercial and Residential Coating	10	0	Utah County, Utah
TOTAL	39-53 Hours	57-77 Hours	

[1]The training program for franchisees may be changed due to updates in materials, methods, manuals, and personnel without notice to you. The subjects and time periods allocated to the subjects actually taught to you and personnel may vary based on the experience of those people being trained. However, all trainers will have a minimum of 1 year of experience in the Painter Bros system.

Training Materials and Instructors

Training will include instruction manuals in the form of our operations manual and other handouts developed to facilitate training. This initial training is provided by instructors whose experience is described below and in Item 2 if the trainer is part of management. All attendees at any training must sign a non-disclosure agreement acceptable to us before attending the training.

Trainers	Subject(s) Taught	Length of Experience in the Field	Length of Experience with the Franchisor	Experience Relevant to Subject(s) Taught and Franchisor's Operations
Luis Pineiro	Project & General Management	Since 2012	Since 2019	15+ years
Bailey Rayner	Software	Since 2010	Since 2021	10+ years
Stephen Winterrowd	Local Market Sales, Management Sales, Financing	Since 1995	Since 2023	20+ years

Opening Assistance

We will provide you with approximately 50 to 60 hours (25 to 30 for conversion franchises) of virtual opening assistance either by phone or video conferencing that will cover various topics taught during the initial training program [franchise agreement paragraph 7.3.1]. These will be provided weekly for approximately 1 hour per week. We will also provide you with 3 to 5 days of opening assistance in your territory. We will send one representative to assist you with beginning your operations. We will cover the cost of sending our representative to provide this in-person opening assistance in your territory.

Replacement Training

Any new operating principal must complete the initial training program prior to taking over as the operating principal. New managers may be trained by your operating principal, but we can also require your managers to be trained by us if we reasonably believe such training would be in the best interest of your franchise. Our fee for this training is $350 per person, per day to be trained. You will also be responsible to cover the travel, food, and lodging for your attendees or our representatives [franchise agreement paragraph 6.1.4(i)].

Additional Training

Depending on availability and advanced written notice, if you would like additional training, we may provide this training to you. We can limit additional training to a certain number of days, attendees, and/or representatives at a time. We can require your operating principal and/or other key personnel to attend additional trainings if you are in default, or if we reasonably believe such training would be in the best interest of your franchise. You will be responsible for the costs of travel, food, lodging and of your attendees or our representatives for additional in-person training [franchise agreement paragraph 6.1.4(ii)].

At this time, other than listed above, no additional trainings or refresher courses are required.

ITEM 12
TERRITORY

Non-Exclusive Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control. However, we will not establish another traditional franchise or company-owned Painter Bros unit using the trademark within your territory during the term of your franchise agreement.

Grant of Territory

Under the franchise agreement, we will grant you the right to use the system and proprietary marks within an approved geographic area (rather than at a specific location), the boundaries of which will be negotiated prior to signing the franchise agreement and are described in the franchise agreement.

Size of Your Territory or Territories

You may purchase a 1-territory franchise, a 2-territory franchise, a 3-territory franchise, or (if you qualify) a large investment franchise with at least 5 territories. Each territory will be comprised of ZIP codes and will have a population of 250,000 to 260,000 people. For example, a 3-territory franchise would have a minimum population of 750,000 people. The written boundaries of your territory or territories will be included on Exhibit “A-1” of your franchise agreement. You must service all the territories from the beginning of operations. We have the right to adjust the boundaries of your territory or territories if the population of your territories (collectively) increases by 100,000 or more. However, any adjustment will not result in a territory having less than a population base of approximately 250,000 people. In determining the total population within your territory, we generally consult the United States Census estimate, available via the Internet website located at census.gov/quickfacts.

National Accounts

If our affiliate or a managing franchisee of a national account receives a job opportunity for a national account in your territory, our affiliate or the managing franchisee of that national account may share that opportunity with you, with another franchisee, with a third party, or our affiliate or the managing franchisee can perform that job itself, at their discretion. You cannot bid on or pursue jobs on national accounts unless you have completed the necessary training for national accounts, and you cannot bid on national accounts that are more than 50 miles outside your territory unless otherwise approved by us.

Additionally, franchisees may qualify to manage national accounts. To qualify to manage national accounts, you must: 1) have successfully operated a Painter Bros franchise for at least 2 years or have successfully operated a similar business for at least 2 years; 2) have at least 12 months' experience working on national accounts within the Painter Bros system and have properly serviced and not been in default of the national account projects; 3) have complete the required trainings to service and manage a national account; 4) have the capital necessary to meet the applicable national account's minimum capital requirements; 5) not have been in default of the franchise agreement within in the previous 12 months, even if cured; and 6) have demonstrated the ability to properly manage national accounts, which determination we will make in our sole discretion.

Relocation

You are not allowed to relocate your territory(ies) without our prior written approval, and we have no obligation to approve any request for relocation. You must give us at least 120 days' prior written notice of your desire to relocate. Approval to relocate will be based upon the same criteria used in approving a new franchisee's proposed territory. You must demonstrate the financial ability to relocate as part of our approval process. If we approve your relocation, you will be required to reimburse us our costs to approve the new territory(ies) at approximately $75 per work hour, plus our legal fees. We have the right to deny any relocation request.

Territory Restrictions

You cannot operate or service customers in another franchisee's territory unless it is based on a customer referral or a government or commercial contract awarded through us, our affiliate, or a franchisee that manages national accounts and other franchisees can do the same within your territory or territories. Additionally, you cannot bid on or pursue commercial or government contracts more than 50 miles outside your territory(ies) unless approved by us.

You may sell products and services outside of your territory if such territory has not been granted to another franchisee or is not a company owned territory, but you cannot bid on or pursue commercial or government contracts more than 50 miles outside your territory(ies) unless approved by us. Additionally, you cannot advertise in another franchisee's territory, and you cannot advertise outside of your territory(ies) without our prior written permission.

Advertising Within and Outside Your Territory(ies)

You cannot advertise in another franchisee's territory or solicit for customers outside of your territory(ies), and you cannot advertise outside of your territory or without our prior written permission. This includes channels of distribution including the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside its territory.

Options to Acquire Additional Franchises

You do not receive the automatic right to purchase additional franchises. Additional franchise purchases are only available if there are franchise territories available, you meet our then-current criteria for new franchisees, you are current and not in default of your franchise agreement or another agreement with us or an affiliate, you sign the then-current franchise agreement, and, in our sole discretion, we determine to sell you another franchise.

Our Rights and Your Rights to Use Channels of Distribution in Your Territory or Territories

We and our affiliates reserve the right to market and sell both within and outside your territory(ies) using distribution channels, such as through the Internet, websites, apps, television, radio, social media, direct marketing, telemarketing, and government and commercial contracts. We and our affiliates do not pay you for soliciting or accepting orders for any products or services and/or conducting business under the Painter Bros brand through these channels inside your territory(ies).

Competition by Us Under Different Trademarks

Neither we, nor an affiliate operates, franchises or has plans to operate or franchise a business that sells or will sell goods or services similar to those sold in your franchise using a different trademark. In addition, we retain, among other rights, the right, in our sole discretion: 1) to establish and license others to establish and operate Painter Bros businesses outside your territory(ies); and 2) to operate and license others to operate businesses anywhere that do not operate under the Painter Bros brand; and 3) to use the licensed marks in connection with the manufacture and sale of products at wholesale and at retail. We and our affiliates do not pay you for soliciting or accepting orders for any products or services and/or conducting business under other brands through these channels inside your territory(ies).

Multiple Territories

As a multi-territory owner, you will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, from other channels of distribution or competitive brands that we control. However, we will not establish another traditional franchise or company-owned Painter Bros unit using the trademark within your territory, during the term of your franchise agreement.

ITEM 13
TRADEMARKS

Non-Exclusive Grant of the Trademark

Under the franchise agreement, we grant you the non-exclusive right to use certain of our trademarks in the operation of your franchise business. You may also use future trademarks in the operation of your franchise business, as we designate. You will not at any time acquire any rights in the trademarks. By trademarks we mean our trade names, trademarks, commercial symbols, service marks and logos.

Agreements Regarding the Trademark

Under a license agreement entered into between Painter Bros IP, LLC and us in 2021, we were granted the right to use and sublicense the trademarks for 50 years, which license will automatically renew for one-year terms for up to 25 additional years. However, the license agreement specifies that if it is ever terminated, your franchise rights will remain unaffected. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Registered Trademarks

The following trademarks, service marks, trade names, logotypes or other commercial symbols listed below are registered or have been filed for registration with the United States Patent and Trademark Office on the Principal Register. All required affidavits and renewals for the trademarks listed below have been filed.

Registration/ Serial Number	Mark	Registry	Registration/Filing Date	Status
5321085	PAINTER BROS (word mark)	Principal	October 31, 2017 (registration date)	Registered
7124575	 (composite mark)	Principal	August 1, 2023 (registration date)	Registered
5383532	 (composite mark)	Principal	January 23, 2018 (registration date)	Registered Legacy Mark – No longer used on new materials or marketing

Use of the Trademark

We have the right to require you to change, modify or discontinue our trademarks or to use one or more additional trademarks. You must promptly modify or discontinue the use of a trademark at your cost if we modify or discontinue it, and you have no rights to compensation or otherwise under the franchise agreement if we require you to modify or discontinue using a trademark, or we require you to use a different trademark.

Government Determinations Regarding the Trademarks

There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of any state or any court or pending interference, opposition or cancellation proceeding, or pending material litigation involving the trademarks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the trademarks.

Superior Prior Rights and Infringing Uses

We are unaware of any superior rights in or infringing uses of the trademarks that could materially affect your use of the trademarks in your territory(ies).

Protection Against Infringement

You are obligated to notify us immediately when you learn about an infringement of or challenge to your use of our trademarks. We have the right to control any administrative proceedings or litigation involving the trademarks, and you must proceed in strict coordination and oversight by us. We will have the discretion to take the action we deem appropriate. The franchise agreement does not require us to take any affirmative action when we are notified of such uses or claims. We are not obligated to protect any rights that you have to use the trademarks, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition. You may not act contrary to our rights in the marks. We are not required to defend or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the licensed trademarks. You may not contest, directly or indirectly, our rights or interest in our trademarks, names or marks, trade secrets, methods, and procedures that are part of our business. Any goodwill associated with the trademarks or system belongs to us.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents

You do not receive the right to use an item covered by a patent, and we do not have any pending patent applications with the United States Patent and Trademark Office. We do not own rights to, or licenses in, any patent that is material to the franchise system.

Copyrights

We have not registered our manuals with the United States Copyright Office, but we claim copyright and consider the information proprietary, and we or our parent, or an affiliate claim protected trade secrets and copyrights in our franchise system.

We claim other copyrights in sales literature and marketing materials that we or our franchisees develop for our use and for use by our franchisees, and your use of these materials will be limited to the uses required or allowed by us.

We or an affiliate may develop software or apps. If so, we claim copyright protection on all such items.

You must modify or discontinue the use of any copyright, at your cost, if we modify or discontinue it, at our reasonable discretion.

Proprietary Information

You may use the proprietary information in our manuals but only in connection with the system and only during the term of your franchise agreement, including our designated estimating software, tracking reports, retention and marketing methods, forms, and protocols. The manuals may not be copied and may not be used for any purpose outside the scope of the franchise agreement. The manuals must be returned to us or permanently deleted by you upon termination, transfer or non-renewal of your franchise agreement. Portions of the "system," including certain processes, estimating techniques, proprietary software, marketing techniques, customer lists, etc., are a trade secret or confidential and proprietary to us or our affiliate.

With regards to our proprietary information, the franchise agreement also provides that you will: (a) strictly follow all confidential security procedures required by us, (b) disclose this information to your employees and contractors only as needed to market our products and services; (c) not use this information in any other business; (d) exercise the highest degree of diligence to maintain this information as confidential; and promptly notify us if you learn of any unauthorized use of our trade name, trade secrets or proprietary information. Your use of our proprietary information is limited to the uses required or allowed by us. You must modify or discontinue the use of any patents or copyright, at your cost, if we modify or discontinue it, in our reasonable discretion.

Agreements Regarding Patents, Copyrights, and Other Intellectual Property

Under a license agreement entered into between Painter Bros IP, LLC and us in 2021, we were granted the right to use and sublicense the patents, copyrights, and other intellectual property for 50 years, which license will automatically renew for one-year terms for up to 25 additional years. However, the license agreement specifies that if it is ever terminated, your franchise rights will remain unaffected. The terms and provisions of the license agreement cannot be modified without written authorization from both parties.

Protection Against Infringement

You must also promptly tell us when you learn about unauthorized use of copyrights, manuals, or challenge to your use of any of our other proprietary information. We are not obligated to take any action but will respond to this information as we believe appropriate. We are not required to defend or indemnify you for any damages from any proceeding based on patents or copyright. You are given the right to protect yourself,

at your sole cost, from any of these claims if we elect not to prosecute the claim of infringement or unfair competition; however, we have the right to control any administrative proceedings or litigation involving the patents or copyrights, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the patents or copyrights.

Government Determinations Regarding Patents and Copyrights

There are presently no effective determinations by the United States Patent and Trademark Office, the United States Copyright Office, or any court regarding a patent or copyright. There are no agreements currently in effect that significantly limit our rights to use or license the use of any patent or copyright.

Infringing Uses

There are presently no known infringements of the copyrights or patents.

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

"On-Premises" Supervision

We recommend but do not require on-premises supervision by your operating principal who must be your primary point of contact with us. However, we do require on-premises supervision at job sites by your designated manager who must be trained by us to manage your franchise business if your operating principal will not act as the full-time manager of the franchise business. Your onsite supervisor is not required to have an ownership interest in your franchise entity.

Participation by Your Operating Principal

Your operating principal must personally participate in the direct operation and supervision of the franchise business. However, unless your operating principal acts as the full-time manager of the franchise business, your operating principal is not required to work a certain or minimum number of hours; however, your operating principal must work sufficient hours to operate your franchise or supervise your managers and maintain sufficient supplies and materials and employ adequate personnel to operate the franchise business at maximum capacity and efficiency.

Although we do not require your operating principal to be involved in the day-to-day on-premises management, at all times during the term of your franchise agreement, your operating principal is required to participate in your franchise business as follows: (i) be directly responsible for all accounting, reporting and bookkeeping and all financial components of the franchise business; (ii) attend and complete all training and retraining courses required by us; (iii) attend all annual and special meetings of franchisees called by us; (iv) be directly involved in all personnel decisions affecting the franchise business; and (v) conduct frequent inspections of job sites and operations to ensure the highest standards of professionalism and quality are being followed, and compliance with our approved methods.

Your operating principal must also work with our director of operations for weekly check-ins. Your operating principal must also be personally responsible for managing sales and production with national account customers. Your operating principal is not allowed to delegate the tasks or weekly check-ins and sales or production without our written approval.

Who Must Attend and Successfully Complete Initial Training

Your operating principal and at least one manager, if separate from your operating principal, must attend and successfully complete the initial training program.

Restrictions on the On-Premises Supervisor

We do not put a limitation on whom you can hire as your on-premises supervisor, but your manager and any subsequent manager must be trained before they can manage your franchise business.

No Competing Enterprises

Neither you, your operating principal, nor your management employees can have an interest in or business relationship with any competing business during the term of the franchise agreement and must keep free from activities that would be detrimental to or interfere with the operation of your franchise business or detrimental to the franchise system. You, your partners, directors, members, shareholders, and operating principal will be required to sign our standard principal brand protection agreement agreeing to protect and keep confidential our trade secrets and confidential information and to conform with the covenants not to compete described in Item 17 (franchise agreement Exhibit A-4).

Interim Management

If we or our independent service provider find that you are not in compliance, we have the option, at our discretion, to manage your franchise business until you have found a suitable replacement to act as your manager. For this you will be charged $500 per day per representative, plus expenses.

Personal Guarantees

Any individual who owns a 10% or greater interest in the franchise business and their respective spouse, must personally guarantee the performance of all your obligations under the franchise agreement and agree to be personally bound by, and liable for, the breach of every provision of the franchise agreement.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide and sell only those products and services specified and approved by us in writing. No product or service may be added to, altered, or discontinued by your franchise business unless it is first approved by us in writing. You must offer all products and services required by us. We reserve the right to add, modify, or delete products and/or services that you will be required to offer. There are no limits on our right to do so. You must strictly follow our policies, procedures, specifications, methods and techniques concerning all our products and services. You must offer a 2-year labor warranty to all your customers.

You cannot operate or service customers in another franchisee's territory unless it is based on a customer referral or a national account contract awarded through our affiliate or another managing franchisee. You may sell products and services outside of your territory if such territory has not been granted to another franchisee or is not a company owned territory, but you cannot bid on or pursue national account jobs more than 50 miles outside your territory(ies) unless approve by us. You cannot advertise in another franchisee's territory, and you cannot advertise outside of your territory(ies) without our prior written permission.

Additionally, franchisees may qualify to manage national accounts. To qualify to manage national accounts, you must: 1) have successfully operated a Painter Bros franchise for at least 2 years or have successfully operated a similar business for at least 2 years; 2) have at least 12 months' experience working on national accounts within the Painter Bros system and have properly serviced and not been in default of the national account projects; 3) have complete the required trainings to service and manage a national account; 4) have the capital necessary to meet the applicable national account's minimum capital requirements; 5) not have been in default of the franchise agreement within in the previous 12 months, even if cured; and 6) have demonstrated the ability to properly manage national accounts, which determination we will make in our sole discretion.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in Franchise or other Agreement	Summary
a.	Length of the franchise term	Section 2.1	The term is 10 years. The franchise term will begin upon signing the franchise agreement.
b.	Renewal or extension of the term	Section 2.2	For our franchise system, "renewal" means that at the end of your term, you sign our then successor franchise agreement. If you are in good standing at the end of the franchise term, you can enter into a successor franchise agreement for an additional term of 10 years. Your successor agreement will also provide an option to enter into a subsequent successor franchise agreement. You are required to give us notice of your intent to renew between 6 and 12 months prior to the expiration of your franchise agreement (subject to state law).
c.	Requirements for franchisee to renew or extend	Section 2.2	In order to renew, you must, among other things, not be in default, pay the successor franchise fee, modernize your franchise business to our then-current standards, and sign the then-current franchise agreement. When renewing, you may be required to sign a contract with materially different terms and conditions than your original contract. You are required to give us notice of whether or not you intend to renew between 6 and 12 months prior to the expiration of your franchise agreement (subject to state law). If at the time for renewal we are not offering franchises in the U.S. or cannot by law offer a renewal franchise to you, your existing franchise agreement will be extended for a one-year period. If, at the end of the one-year extension we still are not offering or cannot offer a renewal franchise to you, the franchise agreement will automatically expire, and you will not have any further renewal or extension rights.

	Provision	Section in Franchise or other Agreement	Summary
d.	Termination by franchisee	Section 11.4	There are no provisions in the franchise agreement that permit you to terminate the franchise agreement. However, some states may allow you to terminate as permitted by state law.
e.	Termination by franchisor without cause	Section 11.1	We must have cause to terminate the franchise agreement.
f.	Termination by franchisor with cause	Section 11.1	We can terminate if you materially breach and fail to cure. There are certain breaches for which we can terminate without giving you an opportunity to cure (see (h) below). Subject to applicable state law.
g.	"Cause" defined – curable defaults	Paragraphs 11.1 J-R	You have between 24 hours and 30 days to cure certain material defaults of the franchise agreement. Subject to applicable state law.
h.	"Cause" defined - non-curable defaults	Paragraphs 11.1 A-I	Non-curable defaults include conviction of a felony, fraud, repeated defaults even if cured, harm or threat of harm to the public, abandonment, trademark misuse, etc. Subject to applicable state law.
i.	Franchisee's obligations on termination/non-renewal	Section 12.1	Obligations include complete de-identification, payment of amounts due, and compliance with the brand protection agreement, etc. (See also (r) below). Subject to applicable state law.
j.	Assignment of contract by franchisor	Section 14.1	There are no restrictions on our right to assign.
k.	"Transfer" by franchisee - defined	Section 14.2	The definition of transfer by you includes the assignment and transfer of contracts, security interests, transfer of ownership interest, the sale of substantially all your assets, etc. Subject to applicable state law.
l.	Franchisor approval of transfer by franchisee	Section 14.2	We must approve all transfers, but we will not unreasonably withhold approval. Subject to applicable state law.
m.	Conditions for franchisor approval of transfer	Sections 14.3 – 14.8	Conditions to transfer include: you are not in default, all fees are current, new franchisee qualifies, transfer and training fees are paid, purchase agreement is approved, training for the new transferee arranged, new transferee signs the then-current franchise agreement, a release is signed by you, etc. You must also coordinate with the transferee to ensure coverage for the franchise business during the transferee's initial training. These conditions are subject to applicable state law (see state specific addenda).
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14.9	We can match any offer for your franchise business or business assets within 30 days of written notice to us of the offer.

	Provision	Section in Franchise or other Agreement	Summary
o.	Franchisor's option to purchase franchisee's business	Sections 13.1 and 14.12	Upon termination or expiration of the franchise agreement, we can buy all or part of your business assets at fair market value. Additionally, if we receive an offer to acquire a majority of the franchises or an offer to purchase a majority of our assets or stock, or to merge or go public or similar transactions, we have the option to purchase all your rights and interests in and under the franchise agreement and your franchise business at fair market value. Subject to applicable state law.
p.	Death or disability of franchisee	Section 14.10	Within 180 days of death or disability of your majority owner, your personal representative must be approved, and a new operating principal and/or a new manager must be trained, if applicable, or franchise must be assigned to an approved buyer. We have the right to operate your franchise business until a trained manager is in place for which fees will apply.
q.	Non-competition covenants during the term of the franchise	Section 16.1	No involvement in a competing business anywhere without our written consent. Non-competition provisions are subject to state law.
r.	Non-competition covenants after the franchise is terminated, transferred or expires	Sections 16.3 – 16.4	No competing business for 3 years within your former territory or within 30 miles of your territory or within 20 miles of any other Painter Bros® franchise territory or company or affiliate owned territory (including after assignment). If you compete within the restrictive period, then this non-compete period will be tolled for the period of your competition. Non-competition provisions are subject to state law. For a period of 3 years from termination, transfer, or expiration of your franchise agreement, you cannot on your own behalf or on behalf of a competing business solicit, divert, or attempt to divert any business or customer of your franchise business that you serviced or with whom your business interacted during your term as a Painter Bros® franchisee, from us, an affiliate, or our franchisees, or injure our goodwill.
s.	Modification of the agreement	Section 20.11	Modifications must be made in writing and signed by both parties, but policies and procedures and the manuals are subject to change by us.

	Provision	Section in Franchise or other Agreement	Summary
t.	Integration / merger clause	Section 20.10	Only the terms of the franchise agreement are binding (subject to state law). Any representations and promises outside the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the franchise disclosure document, its exhibits and amendments.
u.	Dispute resolution by arbitration or mediation	Section 17.2	Except for certain claims, for all disputes, there must be a face-to-face meeting, mediation, and arbitration (see state specific addenda).
v.	Choice of forum	Sections 17.2 and 19.2	All dispute resolution must be held in Salt Lake City, Utah (subject to applicable state law).
w.	Choice of Law	Sections 19.1, and 19.5	Utah law, the Federal Arbitration Act, and the United States Trademark Act apply (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing territory 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 territory or under particular circumstances.

Affiliate-owned Outlets

The tables below represent an historic financial representation of our affiliate-owned outlets for a full 12 months during the applicable year. If an affiliate-owned outlet opened partway through the year, we did not include the gross sales of that outlet. We only had 1 affiliate-owned outlet that operated for all of 2024 and 2025 (or Las Vegas, Nevada outlet). We began 2024 with 3 affiliate-owned outlets, but we had 1 affiliate-owned outlet in Arizona that was sold to a franchisee in 2024 and 1 affiliate-owned outlet in Utah that merged with our Las Vegas, Nevada affiliate-owned outlet in 2024.

[Item 19 Continues on the Following Page]

Affiliate-Owned Outlets - Gross Sales
(2024 – 2025)

Year	Total Affiliate-owned Outlets	Range in Territory Population	Gross Sales High	Gross Sales Low	Average Gross Sales	Median Gross Sales	Number of Territories that Attained or Surpassed the Average	Percentage of Territories that Attained or Surpassed the Average
2024	1	1,250,000	$8,430,352	$8,430,352	$8,430,352	$8,430,352	1	100%
2025	1	1,250,000	$5,485,345	$5,485,345	$5,485,345	$5,485,345	1	100%

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

Affiliate-Owned Outlets - Gross Profits
(2024 – 2025)

Year	Population of Territory or Territories	Gross Sales[1]	COGS[2]	Gross Profit[3]	Gross Profit Margin[4]	Franchisee Adjustments[1]			
						Royalty	Ad Fees	Adjusted Gross Profit	Gross Profit Margin
2024	1,250,000	$8,430,352	$5,604,517	$2,825,835	34%	$421,578	$168,607	$2,235,650	27%
2025	1,250,000	$5,485,345	$4,158,073	$1,327,272	24%	$274,267	$109,707	$943,298	17.2%

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

[1,2] COGS and Franchisee Adjustments. COGS includes product costs and direct labor to complete the jobs performed for both affiliate-owned outlets and franchised outlets. Our affiliate-owned outlet pays a 5% royalty and spends as much or more on advertising and technology as our other franchised outlets, so we have made adjustments to the gross profit and gross profit margin to account for royalty and ad fees. Our affiliate-owned outlet also manages national accounts, but qualifying franchisees may also manage national accounts.

Franchise Outlets

The tables below represent an historic financial representation of our franchised outlets from January 1, 2025 to December 31, 2025. We only included those outlets that operated during the full 12 months during the year. If a franchise outlet opened partway through the year, we did not include the gross sales of that outlet in the year that it opened.

[Item 19 Continues on the Following Page]

Full-Time
Franchise Outlets - Gross Sales
(2025)

Of our 21 full-time franchise outlets that operated in 2025, only 12 operated for the full 12 months in 2025. We had 9 new full-time franchise outlets that opened sometime during 2025.

Year	Total Franchises	Total Franchised Territories (250,000 per territory)	Range in Territory Population	Gross Sales High	Gross Sales Low	Average Gross Sales	Median Gross Sales	Number of Franchises That Attained or Surpassed the Average	Percentage of Franchises That Attained or Surpassed the Average
2025	12	35	250,000 – 2,500,000	$1,111,749	$235,191	$614,148	$788,392	6	50%

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

Full-Time
Franchise Outlets - Gross Profits
(2025)

Territory	Approximate Population of Territory(ies)	Gross Sales[1]	COGS[2]	Gross Profit[3]	Gross Profit Margin[4]
Franchisee No. 5	750,000	$235,191	$121,746	$113,445	48%
Franchisee No. 6	250,000	$494,695	$261,866	$232,830	47%
Franchisee No. 12	250,000	$260,427	$126,450	$133,976	52%
Franchisee No. 4	750,000	$790,112	$546,781	$243,331	31%
Franchisee No. 11	750,000	$1,111,749	$585,228	$526,521	47%
Franchisee No. 9	750,000	$786,672	$446,622	$340,050	43%
Franchisee No. 8	500,000	$976,231	$310,395	$665,836	68%
Franchisee No. 17	2,500,000	$479,992	$360,140	$119,852	25%
Franchisee No. 18	250,000	$270,689	$134,648	$136,041	50%
Franchisee No. 21	1,250,000	$838,075	$457,657	$380,418	45%
Franchisee No. 22	500,000	$279,193	$152,627	$126,567	45%
Franchisee No. 24	500,000	$846,745	$596,692	$250,053	30%

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

Part-Time
Franchise Outlets - Gross Sales
(2025)

Of our 29 part-time franchise outlets that operated in 2025, only 9 operated for the full 12 months in 2025. We had 6 part-time franchises close (4 permanently closed and 2 temporarily closed) in 2025 and 14 new part-time franchise outlets opened sometime during 2025.

Year	Total Franchises	Total Franchised Territories (250,000 per territory)	Range in Territory Population	Gross Sales High	Gross Sales Low	Average Gross Sales	Median Gross Sales	Number of Franchises That Attained or Surpassed the Average	Percentage of Franchises That Attained or Surpassed the Average
2025	9	19	250,000 – 2,500,000	$296,004	$111,066	$198,565	$227,283	5	56%

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

Part-Time
Franchise Outlets - Gross Profits
(2025)

Territory	Approximate Population of Territory(ies)	Gross Sales[1]	COGS[2]	Gross Profit[3]	Gross Profit Margin[4]
Franchisee No. 3	250,000	$228,577	$122,117	$106,460	47%
Franchisee No. 10	750,000	$135,160	$62,397	$72,762	54%
Franchisee No. 7	500,000	$282,098	$174,258	$107,840	38%
Franchisee No. 13	500,000	$111,066	$74,554	$36,512	33%
Franchisee No. 14	1,250,000	$250,572	$59,354	$191,218	76%
Franchisee No. 15	250,000	$117,532	$62,574	$54,958	47%
Franchisee No. 16	500,000	$227,283	$135,389	$91,894	40%
Franchisee No. 19	500,000	$138,796	$105,742	$33,053	24%
Franchisee No. 23	500,000	$296,004	$156,155	$139,848	47%

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

Affiliate-Managed National Accounts
(2024 – 2025)

The following table shows the high amount and low amount of contracts landed by our affiliate-owned outlet in 2024 and 2025 from managing national accounts. These jobs may be performed by our affiliate or subcontracted to our franchisees or third parties.

Year	Territory	High Amount Landed from a National Account Contract	Low Amount Landed from a National Account Contract
2024	Las Vegas, NV	$1,300,000	$125,000
2025	Las Vegas, NV	$1,149,361	$168

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

Franchisee-Managed National Accounts
(2024 - 2025)

The following table shows the high amount and low amount of contracts landed by our franchisee that managed one or more national accounts in 2024 and 2025. We currently only have one franchisee that manages national accounts. These jobs may be performed by the franchisee that manages the national account or subcontracted to other franchisees or third parties.

Year	Franchisee	High Amount Landed from a National Account Contract	Low Amount Landed from a National Account Contract
2024	Franchisee No. 8	$450,000	$500
2025	Franchisee No. 8	$285,000	$800

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

[Item 19 Continues on the Following Page]

Subcontracted Jobs Landed from Managed National Accounts (2025)

The following tables show the high and low amounts received from subcontracted jobs landed by our franchisees from national accounts in 2025. These national account jobs were managed by our affiliate or our franchisee that managed the national account associated with the job. Not all our full-time franchisees received subcontracted jobs for national accounts.

Full-time Franchisees

Franchisee	High Contract	Low Contract
Franchisee No. 11	$415,000	$200
Franchisee No. 8	$285,000	$800
Franchisee No. 6	$200,000	$200
Franchisee No. 9	$74,900	$7,422
Franchisee No. 5	$465	$465
Franchisee No. 17	$120,000	$600
Franchisee No. 21	$60,000	$60,000

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

Part-time Franchisees

Franchisee	High Contract	Low Contract
Franchisee No. 10	$31,610	$465
Franchisee No. 7	$21,091	$928
Franchisee No. 14	$44,841	$950
Franchisee No. 16	$14,779	$10,519
Franchisee No. 23	$29,146	$4,000

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

[Item 19 Continues on the Following Page]

Franchisee-Landed Contracts
from Local Commercial Contracts
(2025)

The following table shows the high and low amounts received by our franchisees from local commercial contracts. These are jobs landed from commercial businesses and do not include any residential work. Not all our franchisees landed local commercial contracts.

Full-time Franchisees

Franchisee	High Amount Landed from a Local Commercial Contract	Low Amount Landed from a Local Commercial Contract
Franchisee No. 4	$105,000	$1,600
Franchisee No. 11	$54,000	$500
Franchisee No. 9	$155,000	$9,100
Franchisee No. 6	$4,600	$4,600
Franchisee No. 5	$7,890	$1,050
Franchisee No. 12	$24,144	$700
Franchisee No. 17	$16,000	$822
Franchisee No. 18	$89,260	$2,194
Franchisee No. 21	$65,000	$8,600
Franchisee No. 22	$2,998	$2,657
Franchisee No. 24	$63,000	$7,300

Part-time Franchisees

Franchisee	High Amount Landed from a Local Commercial Contract	Low Amount Landed from a Local Commercial Contract
Franchisee No. 1	$37,724	$95
Franchisee No. 3	$80,000	$14,700
Franchisee No. 7	$24,000	$3,041
Franchisee No. 10	$1,664	$1,664
Franchisee No. 13	$27,932	$8,518
Franchisee No. 15	$9,500	$3,450
Franchisee No. 16	$40,000	$2,500

Franchisee No. 19	$11,499	$1,516

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

General Notes

1. Gross Sales. Gross sales means the total revenue derived from the sale of goods or services less sales tax, discounts, and refunds. The figures were gathered from the financial records of each territory. The figures do not list all expenses. You must estimate your own costs and expenses including, but not limited to, inventory, marketing, insurance, royalties, wages, payroll taxes, etc.

2. COGS. Includes product costs and direct labor to complete the jobs performed.

3. Gross Profit. Gross profit means pre-taxed revenue less COGS. These figures do not list all expenses. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees listed in this disclosure document may be one source of this information.

4. Gross Profit Margin. Gross profit margin is calculated by dividing the gross profit by the gross sales.

5. Average. Average means the sum of all data points in a set, divided by the number of data points in that set.

6. Average Gross Sales. Average gross sales means the sum of the gross sales of the territories listed in an applicable group divided by the number of territories in that group.

7. Median. Median means the data point that is in the center of all data points used. That number is found by examining the total number of data points and finding the middle number in that set. In the event the number of data points is an odd number, the median will be the center number. If the dataset contains an even number of data points, the median is reached by taking the 2 numbers in the middle, adding them together, and dividing by 2.

8. Median Gross Sales. Median gross sales means the center gross sales number of all gross sales included in an applicable group.

9. Characteristics of Our Affiliate and Franchised Outlets. Our affiliate-owned outlet and our franchisees offer similar products and services to what our new franchisees will offer and follow the same Painter Bros system. Our affiliate-owned territory has a population base of 1,250,000, which is equal to a 5-territory franchise. Our affiliate-owned unit also manages national accounts, which allows our affiliate to operate in different markets outside of Las Vegas, NV. Qualifying franchisees may also manage national accounts, but not all franchisees will qualify to manage national accounts. For those franchisees that do not qualify to manage national accounts, they may still qualify to perform subcontract work on national accounts.

10. National Accounts. National accounts are accounts for larger commercial or government entities. Qualifying franchisees may manage national accounts. Other franchisees that may not qualify to manage a national account may qualify to perform subcontract work on national accounts.

We have written substantiation, in our possession, to support the financial performance representation. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Painter Bros Franchising, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance

information or projections of your future income, you should report it to the franchisor's management at info@painterbros.com, 2000 W. Ashton Blvd., Ste. 375, Lehi, Utah 84043, or (800) 644-2514, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	2023	2	11
	2024	2024	11	29
	2025	2025	29	41
Company Owned	2023	2023	5	3
	2024	2024	3	1
	2025	2025	1	1
Total Outlets	2023	2023	7	14
	2024	2024	14	30
	2025	2025	30	42

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years 2023 to 2025

State	Year	Number of Transfers
Total	2023	0
	2024	0
	2025	0

Table No. 3
Status of Franchised Outlets
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Arizona	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
California	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Colorado	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
District of Columbia	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Florida	2023	0	3	0	0	0	1	2
	2024	2	2	0	0	0	0	4
	2025	4	2	0	0	0	0	6

Georgia	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Idaho	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Illinois	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Indiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Kentucky	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Maryland	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New Mexico	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New York	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
North Carolina	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	3	0	0	0	0	4
Ohio	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Pennsylvania	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	1	0	0	0	0
South Carolina	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Texas	2023	1	2	0	0	0	1	2
	2024	2	8	0	0	0	0	10
	2025	10	2	0	0	0	3	9
Virginia	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Total	2023	2	11	0	0	0	2	11
	2024	11	18	0	0	0	0	29
	2025	29	16	1	0	0	3	41

Table No. 4
Status of Company-Owned Outlets
For Years 2022 to 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
	2025	0	0	0	0	0	0
Nevada	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Oregon	2023	2	0	0	2	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Utah	2023	1	0	0	0	0	1
	2024	1	0	0	1	0	0
	2025	0	0	0	0	0	0
Total	2023	5	0	0	2	0	3
	2024	3	0	0	1	1	1
	2025	1	0	0	0	0	1

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Table No. 5
Projected Openings as of December 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Arizona	1	3	0
California	0	2	0
Florida	0	3	0
Georgia	0	4	0
Idaho	0	2	0
Illinois	0	4	0
Indiana	0	2	0
Iowa	0	3	0
Kansas	0	2	0
Maine	0	2	0
Massachusetts	1	2	0
Michigan	0	3	0
Minnesota	0	3	0
Nevada	0	2	0
New Jersey	0	3	0
New York	1	2	0
North Carolina	0	2	0
Ohio	0	3	0
Oklahoma	0	2	0
Oregon	0	3	0
Pennsylvania	0	2	0
Rhode Island	0	3	0
South Carolina	0	2	0
Tennessee	1	2	0
Texas	1	3	0
Utah	0	3	0
Virginia	0	3	0
Washington	0	3	0
Wisconsin	0	2	0
Total	4	75	0

List of Franchisees

Exhibit “C” contains a list of our current franchisees, and those franchisees who have had an outlet terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the application date. If you buy this franchise, your contact information and financial information may be disclosed to other buyers when you leave the franchise system.

Confidentiality Agreements

No franchisees have signed confidentiality clauses during the last 3 fiscal years which would limit their ability to speak openly with you about their experience with us.

Franchisee Organizations

We do not know of any trademark specific franchisee organization associated with our system that is required to be disclosed in this item.

ITEM 21
FINANCIAL STATEMENTS

Our audited financial statements dated December 31, 2025, December 31, 2024, and December 31, 2023, and our unaudited interim financials dated April 15, 2026, are attached as Exhibit "B." Our fiscal year ends on December 31 of each year.

ITEM 22
CONTRACTS

We have attached the following contracts: as Exhibit "A," the Franchise Agreement and its Exhibits (including Exhibit "A-9" as the Franchisee Report); and as Exhibit "G," the Form Release Agreement. All other contracts and agreements are to be entered into with persons of your choice and therefore cannot be attached.

ITEM 23
RECEIPT

The last 2 pages of this disclosure document contain a receipt, in duplicate. The receipt is a detachable acknowledgement that you have received this franchise disclosure document. Both receipts should be signed and dated by you. One copy should be returned to us. If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt to 2000 W. Ashton Blvd., Ste. 375, Lehi, Utah 84043, or to info@painterbros.com.

ADDENDUM TO THE PAINTER BROS FDD
STATE REGULATIONS

SCHEDULE "A-1"
TO THE FDD

STATE REGULATIONS
FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

1. 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 at least 14 days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least 14 days prior to the receipt of any consideration, whichever occurs first, a copy of the disclosure document, together with a copy of all proposed agreements relating to the sale of the franchise.

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

3. 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.)

4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600This provision may not be fully enforceable under California law.

5. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

6. The franchise agreement requires binding arbitration. The arbitration will occur at Salt Lake City, Utah with the costs being borne by you for travel to, and lodging in, Salt Lake City, Utah, and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, 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 Utah. This provision may not be enforceable under California law. You may want to consult an attorney to understand the impact of out-of-state governing law on the franchise agreement.

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

9. Neither franchisor nor any person 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 this or these persons from membership in such association or exchange.

10. Section 31125 of the California Corporations Code requires the Franchisor to give the franchisee 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 modification of an existing franchise.

11. Our website at www.painterbros.com has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

12. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.

13. **Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy.** Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

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

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

16. Franchisees owning 10% or greater must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

17. Item 6 under Late Fees is amended to include the following: "The highest interest rate allowed in California is 10% annually."

18. Item 19 is amended to include the following:

"The financial performance representations do not reflect the costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in this offering circular, may be one source of this information."

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

20. Item 5 is amended to include the following:

"Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor and the franchisee is open for business."

18. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore,

requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable

INFORMATION FOR RESIDENTS OF HAWAII

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

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

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

THE HAWAIIAN BUSINESS REGISTRATION DIVISION HAS DETERMINED THAT A REVIEW OF THE FRANCHISOR'S FINANCIAL STATEMENTS INDICATE THAT THE FRANCHISOR'S LAIBILITIES EXCEED ITS ASSETS AND REQUIRE THAT THE FRANCHISOR DEFERS THE FRANCHISE FEE UNTIL ITS OBLIGATIONS TO THE FRANCHISEE ARE MET AND THE BUSINESS IS OPEN.

Registered agent in the state authorized to receive service of process:

Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
335 Merchant St., 2nd Floor
Honolulu, HI 96813

SCHEDULE 2

ADDENDUM TO THE DISCLOSURE DOCUMENT FOR THE STATE OF HAWAII

1. The Hawaii 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.

2. Hawaii Revised Statutes, Title 26, Chapter 482E, Section 482E-6 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with Hawaii law, the law will control.

3. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (1.1 U.S.C.A. Sec. 101 et seq.)

4. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under Hawaii law.

5. The franchise agreement requires application of the laws of the State of Utah. This provision may not be enforceable under Hawaii law.

6. The franchise agreement requires *you* to purchase certain goods from designated sources of supply. This provision may not be enforceable under Hawaii law unless such restrictive purchasing agreements are reasonably necessary for a lawful purpose justified on business grounds.

7. Upon termination or refusal to renew the franchise, Hawaii law requires that the franchisee be compensated for the fair market value 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 the remedies provided in this paragraph, shall 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 monies due the franchisor.

8. The Hawaiian Business Registration Division has determined that a review of the franchisor's financial statements indicate that the franchisor's liabilities exceed its assets and require that the franchisor defers the franchise fee until its obligations to the franchisee are met and the business is open.

Effective Date _____

ADDENDUM TO THE FDD
FOR THE STATE OF FOR THE STATE OF ILLINOIS

Illinois Law governs the franchise agreement(s).

ITEM 5 of the Disclosure Document is amended to add the following: Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

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

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

By reading this disclosure document, you are not agreeing to acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

STATE REGULATIONS
FOR THE STATE OF INDIANA

Notwithstanding anything to the contrary set forth in the disclosure document, the following provisions shall apply to all franchises offered and sold in the State of Indiana:

1. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as material breach of the Franchise Agreement, shall apply to the franchise agreement in the State of Indiana to the extent they may be inconsistent with such prohibition.

2. Liquidated damages and termination penalties are prohibited by law in the State of Indiana and, therefore, the disclosure document and franchise agreement are amended by the deletion of all references to liquidated damages and termination penalties and the addition of the following language to the original language that appears therein:

"Notwithstanding any such termination, and in addition to the obligations of the Franchisee as otherwise provided, or in the event of termination or cancellation of the Franchise Agreement under any of the other provisions therein, the Franchisee nevertheless shall be, continue and remain liable to Franchisor for any and all damages which Franchisor has sustained or may sustain by reason of such default or defaults and the breach of the Franchise Agreement on the part of the Franchisee for the unexpired Term of the Franchise Agreement.

At the time of such termination of the Franchise Agreement, the Franchisee covenants to pay to Franchisor within 10 days after demand as compensation all damages, losses, costs and expenses (including reasonable attorney's fees) incurred by Franchisor, and/or amounts which would otherwise be payable thereunder but for such termination for and during the remainder of the unexpired Term of the Franchise Agreement. This Agreement does not constitute a waiver of the Franchisee's right to a trial on any of the above matters."

3. No release language set forth in the disclosure document or franchise agreement, shall relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

4. To the extent required by the franchise laws of the State of Indiana, the franchise agreement will be construed in accordance with the franchise laws of the State of Indiana.

5. The provisions of the franchise agreement pertaining to litigation jurisdiction and venue shall be amended to be within the scope of the requirements of the Indiana Franchise laws.

STATE FDD ADDENDUM
FOR THE STATE OF MARYLAND

ITEM 5 of the Disclosure Document is amended to add the following:

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

ITEM 17 of the Disclosure Document is amended to add the following:

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

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

- The franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its rights to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legal enforceable.

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

- The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law.

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

STATE REGULATIONS
FOR THE STATE OF MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

   Minnesota statute ' 80C.21 and Minnesota Rule 2860.4400J prohibit 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, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. ' 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minnesota Rule Part 2860.4400D prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.

5. The disclosure document and franchise agreements are hereby amended to exclude from any release requirements the release of claims under Minnesota Franchise Law.

6. Any limitation of claims must comply with Minn. Stat. ' 80C.17, subdivision 5.

7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a), which puts a cap of $30 on service charges.

8. Items 5 and 7 of the Disclosure Document is amended to add the following: “Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the Franchise Agreement or other agreements have been fulfilled by the franchisor and the franchisee has commenced doing business.”

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

_____
Franchisee (Signature)

STATE REGULATIONS
FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**" and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**": You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**," and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

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

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

STATE REGULATIONS
FOR THE STATE OF RHODE ISLAND

The following language applies to any franchise agreement issued in the State of Rhode Island:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act dictates 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.”

Section 19-28.1-15 of the Rhode Island Franchise Investment Act states that, “A condition, stipulation or provision requiring a franchisee to waive compliance with or relieving a person of a duty or liability imposed by a right provided by this Act or a rule or order under this Act is void. An 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, misrepresentations or action that would violate this Act or a rule or order under this Act. This section shall not affect the settlement of disputes, claims or civil lawsuits arising or brought under this Act.”

STATE REGULATIONS
FOR THE STATE OF SOUTH DAKOTA

ITEM 5 of the Disclosure Document is amended to add the following:

"Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor."

STATE REGULATIONS
FOR THE COMMONWEALTH OF VIRGINIA

By statute under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause or to use undue influence to induce a franchisee to surrender any right give to him by any provision contained in the franchise. Accordingly, the Division requests that the franchisor add a Virginia Addendum to the FDD containing the following statements:

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

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Painter Bros Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h:

> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement and area developer agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the franchise agreement and area developer agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

The following statement is added to Item 5:

"The Virginia State Corporation Commission's Division of Securities and Retail Franchising require us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement and the franchise agreement."

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or

elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

15. **Non-solicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Article XIII of the franchise agreement will be interpreted in accordance with RCW 19.100.180.

20. Section 14.12 of the franchise agreement empowers the franchisor to purchase the franchise before the termination of the franchise agreement. This is inconsistent with RCW 19.100.180(2)(j) and does not apply to Washington franchisees.

21. The time limitations to initiate a claim as set forth in Section 17.2.3(iii) of the franchise agreement are hereby amended and extended to the time limits allowed under RCW 19.100.

22. Section 17.2.3(viii) of the franchise agreement is here by amended as follows:

> Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced (subject to state law).

23. Paragraph 19.1 of the franchise agreement is amended to remove the following language, "but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect."

24. Paragraph 20.10 of the franchise agreement is amended to remove the following language, "You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us."

25. Paragraph 20.11 of the franchise agreement is amended to clarify that for Washington franchisees, the Washington Addendum applies even if the Washington Addendum is not executed or not signed by the franchisor, franchisee, or both.

26. Sections 20.14, 20.18, and 20.22 of the franchise agreement do not apply in Washington.

27. Section 2 of the Form General Release Agreement (Exhibit "G" to the franchise disclosure document) is hereby omitted and not applicable in the state of Washington.

28. The franchisor has agreed to post a surety bond in the amount of $100,000 pursuant to RCW 19.100.050.

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisor Representative

ADDENDUM TO THE DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

Notwithstanding anything to the contrary set forth in the Disclosure Document, the following provisions shall supersede and apply to all franchises offered and sold in the State of Wisconsin:

1. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF THE STATE OF WISCONSIN.

2. The following shall apply to Franchise Agreements in the State of Wisconsin:

a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the State of Wisconsin.

b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "A"
TO THE FDD

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

By and Between

PAINTER BROS FRANCHISING, LLC

and

_____

(Franchisee)

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PAINTER BROS®
FRANCHISE AGREEMENT

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PAINTER BROS®
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is entered into and made effective as of _____ by and between **PAINTER BROS FRANCHISING, LLC**, a Utah limited liability company ("Franchisor" or "We," "Us" or "Our" as further defined in Article XXI below) and _____ ("Franchisee" or "You" or "Your" as further defined in Article XXI below).

WHEREAS, We have developed or have been licensed a system for the operation of a professional painting business known as Painter Bros, utilizing the Marks and System, and offering to the public, commercial businesses, and government entities, professional residential and commercial painting services as well as facilities maintenance ("Franchise Business"); and

WHEREAS, You are desirous of entering into an agreement with Us so as to be able to obtain the rights to operate a Franchise Business using the System.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

ARTICLE I
AWARD OF FRANCHISE

1.1 Award of Franchise. We hereby grant to You, and You accept, subject to the terms, conditions and obligations herein, the non-exclusive, non-sublicensable, personal right to establish and conduct a Franchise Business as a franchisee and the right to use the System and the Marks only as specifically set forth herein.

1.1.1 Territory. Your Territory or Territories are set forth on Exhibit "A-1" ("Territory(ies)"). If You purchase more than one Territory, You must service all the Territories from the beginning of operations. During the term of this Agreement, We will not establish another traditional franchise or company owned Painter Bros unit using the trademark within Your Territory(ies).

1.1.2 Territory Restrictions. You cannot operate or service customers in another franchisee's territory unless it is based on a customer referral or a national or government account awarded through Us or Our affiliate, and other franchisees can do the same within Your Territory(ies). You may sell products and services outside of Your Territory if such territory has not been granted to another franchisee or is not a company owned territory, but You cannot bid on or pursue commercial or government contracts more than 50 miles outside Your Territory(ies) without Our prior written approval. Additionally, You cannot Market in another franchisee's territory, and You cannot Market outside of Your Territory(ies) without Our prior written permission.

1.1.3 Population Increase. We have the right to adjust the boundaries of Your Territory(ies) if the overall population of Your Territory(ies) (collectively) increases by 100,000 or more. However, any adjustment will not result in a Territory having less than a population base of approximately 250,000 people.

1.2 Scope of Franchise Operations. Throughout the term of this Agreement, You must at all times comply with Your obligations hereunder and must continuously operate Your Franchise Business and use Your best efforts to promote Your Franchise Business.

1.3 Our Reservation of Rights. All rights not specifically granted to You in this Agreement are reserved to Us. You expressly acknowledge and agree that this license is non-exclusive, and that We retain, among other rights, the right, in Our sole discretion: 1) to establish and license others to establish and operate Painter Bros businesses outside Your Territory(ies); 2) to operate and license others to operate businesses

anywhere that do not operate under the Painter Bros brand, and 3) to use the Marks and other marks in connection with the manufacture and sale of products at wholesale and at retail.

1.4 Rights to Use Channels of Distribution. Except for the rights expressly given to You, there will be no limitation on Our rights to deal with potential or actual customers located anywhere. We and Our affiliates expressly reserve the right Market in Your Territory(ies) and elsewhere using Marketing strategies and distribution channels Including websites, the Internet, television, radio, Social Media, apps, direct marketing, telemarketing, and National Accounts. You may not sell Our products and/or services using such reserved Marketing strategies and distribution channels without Our prior written permission. We do not pay You for soliciting or accepting orders for any products or services We or Our affiliates make inside Your Territory(ies).

1.5 Restriction of Territory Rights. Only painting services, facilities maintenance, and general contracting/construction business can be offered through Your Franchise Business. Unless You bid on a job that requires it, You are not required to provide facilities maintenance or general contracting/construction work, but if You do, all such work must be billed through Your Franchise Business, and Gross Sales as defined herein Includes the Gross Sales generated through facilities maintenance or general contracting/construction work and are subject to reporting, record keeping, royalties, advertising fees, etc., as set forth herein. You must receive Our prior written permission to offer services other than painting, facilities maintenance, or construction/contractor services.

1.6 Relocation of a Territory. You are not allowed to relocate a Territory without Our prior written approval. Approval to relocate will be based upon the same criteria used in approving a new franchisee's proposed territory. You must demonstrate the financial ability to relocate as part of Our approval process. We have the right to deny a relocation request. If We approve Your relocation, You shall pay Us a relocation Fee as listed in Exhibit "A-3."

1.7 Conversion Franchises. If as part of becoming a Painter Bros franchisee, You have converted Your former painting business to a Painter Bros franchise, then You shall sign the Conversion Franchise Addendum attached at Exhibit "A-10" to this Agreement.

ARTICLE II
TERM AND SUCCESSOR FRANCHISE

2.1 Term. This Agreement will be effective when executed by both You and Us. The franchise term will be for a period of 10 years unless terminated earlier pursuant to Article XI herein. If We are required by law or otherwise to give You notice before the Termination of this Agreement and fail to do so, this Agreement will remain in effect from month-to-month until We have given the required notice.

2.2 Successor Franchise. You have the right to be awarded a successor franchise ("Successor Franchise") upon the expiration of the original term for an additional term of 10 years if all the following conditions are met at the time You elect to renew: 1) You are not in default of this Agreement; 2) You have timely met material terms and conditions of this Agreement throughout the initial term; 3) You have complied with Our material operating and quality standards and procedures and any required modification to such standards and procedures; 4) You have timely paid all monetary obligations owed to Us during the term of this Agreement; 5) You are not subject to any pending litigation or governmental proceeding which could have a material adverse effect upon You or Your Franchise Business; and 6) You give Us written notice whether You intend to renew at least six months and not more than 12 months prior to the expiration date of the term hereof. Your failure to give such notice will constitute an election not to enter into a Successor Franchise Agreement (defined below). Your Successor Franchise Agreement will also have similar rights of renewal.

2.2.1 Commencement Date for Successor Franchise Term. Unless another date is specified in a Successor Franchise Agreement, which date will supersede, said Successor Franchise term Including

any month-to-month term, will commence on the day following the expiration date of the initial or applicable Successor Franchise term.

2.2.2 Notice of Non-Approval. Upon receiving Your election to enter into a Successor Franchise, We will have 45 days to provide written notice in the event You do not qualify for a Successor Franchise or as otherwise required by law.

2.2.3 Successor Franchise Agreement. If approved as a Successor Franchise, You must execute Our then-current form successor franchise agreement ("Successor Franchise Agreement"). The Successor Franchise Agreement will Include a general release of all claims against Us (existing at that time) arising from this Agreement, the relationship created herein, and Your Franchise Business. If You fail to execute such a release, the signing of the Successor Franchise Agreement will be the equivalent of the granting of such a release. The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement. You must sign and return to Us the Successor Franchise Agreement at least 90 days prior to the expiration of this Agreement, or You will, at Our election, be deemed to have withdrawn Your request to enter into a Successor Franchise Agreement. **You acknowledge that You that You will be bound by the form of the Successor Franchise Agreement in effect at the time which may contain Fees and charges, territorial, and other changes in material provisions different from those contained in this Agreement, Including terms affecting payments to Us or Our affiliates.** If You fail to sign a Successor Franchise Agreement for any reason but continue to operate Your Franchise Business, at Our election, You will be deemed to have renewed on a month-to-month basis, requiring You to abide by Our then-current Fees. Including any increased royalties and/or Marketing Fund fees. In addition to Our rights to terminate as set forth in Article XI, Your month-to-month Franchise Business may be terminated by Us upon 30 days' prior written notice to You for any reason whatsoever.

2.2.4 Successor Franchise Fee. If approved for a Successor Franchise, You shall pay to Us a non-refundable Successor Franchise Fee as listed in Exhibit "A-3," payable in full at the time of execution of the Successor Franchise Agreement.

2.2.5 Upgrading Your Franchise Business. As a condition to Us approving You entering into a Successor Franchise Agreement, at Your expense, You shall Update Your Franchise Business to the extent and in the manner specified by Us to conform with and bring it up to the standards, image and capabilities of new Painter Bros businesses being opened at the time the Successor Franchise takes effect. Unless otherwise waived by Us, such Updates must be made within six months of signing the Successor Franchise Agreement.

2.2.6 Successor Franchise Training. As a condition to Us approving You entering into a Successor Franchise Agreement, Your Operating Principal and other key Personnel may also be required to attend and successfully complete trainings, certifications, and other programs at such times and locations as We specify. You may be required to cover the expense of travel, meals, lodging, and other related costs for such training and certifications.

2.2.7 Unable to Offer Successor Franchise. Notwithstanding the preceding paragraphs of this Section, if at the time Your provide Your notice of desire to enter into a Successor Franchise Agreement, We are no longer offering franchises in the United States, or We are not able by law to offer a successor agreement to You, then this Agreement will automatically be extended for a period of one year. If at the end of the one-year extension We still are not offering franchises in the United States, or We are unable by law to offer a successor franchise to You, this Agreement will automatically terminate unless further extended by mutual consent, which consent We can withhold for any reason.

ARTICLE III
INTELLECTUAL PROPERTY

3.1 Intellectual Property and Confidential Information. You acknowledge that: 1) as between You and Us, We have the sole rights in and to the Intellectual Property and Confidential Information; 2) Your right to

use the System is granted by Us solely pursuant to the terms of this Agreement; and 3) as between You and Us, We have the sole right to license and control Confidential Information, and Intellectual Property. Our Intellectual Property and Confidential Information provided to You by or through Us will remain Our sole property. You acknowledge that Our Confidential Information and Intellectual Property are unique and/or confidential and contain trade secrets and other material proprietary to Us.

3.2 Use of Confidential Information and Intellectual Property. You have a non-exclusive right to use the Confidential Information and Intellectual Property and only in connection with Your Franchise Business and in accordance with Our Manuals and this Agreement. You understand and agree that the use of Our Confidential Information and Intellectual Property, and goodwill are all temporary benefits and expire with the Termination of this Agreement. You expressly covenant that during the term of this Agreement and after the Termination thereof, not to: 1) directly or indirectly contest or aid in contesting the validity of Our ownership of, or rights in, the Confidential Information or Intellectual Property; 2) in any manner interfere with or attempt to prohibit Our use of the Confidential Information or Intellectual Property and derivatives thereof or any other name, trademark or service mark that is or becomes a part of Our System; or 3) interfere with Our Confidential Information or use of the Intellectual Property by Our other franchisees or licensees at any time.

3.3 Use of Marks and System. You have the non-exclusive right to use Our Marks and the System as directed by Us. You shall only use Our Marks licensed by this Agreement and only with the letters "TM," "SM" or "®," as appropriate, approved and as instructed by Us, whenever and wherever such Marks are used. You shall not use Your own name or any other name service or product in connection with any of Our Marks without Our prior written consent. You are prohibited from using any Mark in connection with the performance or sale of any unauthorized service or product. You cannot use the Marks or System in any manner, or otherwise take any action (or inaction) that would or may cause the Marks or the System to be subject to any ill repute or negative publicity. You cannot use the Marks on any intercompany documents (Including in or on employee manuals, handbooks, emails, letterhead) or on business checks or bank accounts. All communications with Your Personnel must be under Your entity name. However, You will be able to use Your assigned DBA on such documents. See Section 3.7 below.

3.3.1 Cooperation. You shall execute any and all additional papers, documents and assurances in connection with the Marks as reasonably requested by Us and agree to cooperate fully with Us and any of Our other franchisees or licensees in securing all necessary and required consents of any state agency or legal authority for the use of the Marks or any other name, trademark, service mark, logo or slogan that is now or later becomes a part of Our System.

3.3.2 Use in Advertising. The use of the Marks in advertising is set forth in Article X.

3.3.3 Modification of Marks. We have the right, in Our reasonable discretion, to require You to change, modify or discontinue the Marks or to use one or more additional trademarks, service marks, logos and/or other symbols in connection with the operation of the Franchise Business. In that event, You must bear the cost of using such additional or modified Marks or items in accordance with Our reasonable directives.

3.3.4 No Registration. You cannot make application for registration, domain name, or other protection of any of the Marks, or any other trademarks, service marks, symbols, names, slogans, logos, trade names, abbreviation, acronym, or phonetic or visual variation of the Marks, or any items that are similar or derivatives therefrom in any jurisdiction without Our prior written consent and then only upon the terms and conditions specified by Us in connection therewith.

3.4 Copyrights. All right, title, and interest in and to Copyright Materials are Our sole and exclusive property and cannot be reproduced or replicated either during or after this Agreement. You have no rights to make any direct or indirect use of the Copyright Materials except as allowed under this Agreement. You must modify or discontinue the use of any copyright, at Your cost, if we modify or discontinue it, at Our reasonable discretion.

3.5 Sole Control. As between You and Us, We will have the sole control over any legal or administrative action concerning the Confidential Information or Intellectual Property. You must promptly notify Us in writing of any unauthorized use of Our Confidential Information and Intellectual Property, or of any claim, demand or suit by any person, corporation or other entity based upon or in connection with any of Our Confidential Information and Intellectual Property licensed hereunder in which We have an interest.

3.5.1 Infringement. We are not required to take any affirmative action when We are notified of such uses or claims, and We are not obligated to protect any rights that You have to use the Marks, or to protect You against claims of infringement or unfair competition. However, in the event We do undertake the defense or prosecution of any litigation pertaining to any Confidential Information or Intellectual Property, You must execute any and all documents and do such acts and things as may, in the opinion of Our counsel, be necessary to carry out such defense or prosecution. If We fail to undertake action within a reasonable time after receipt of Your notice regarding any such claim, demand or suit, then You may, with Our prior written consent (but You will not have the obligation), undertake the defense of any such proceeding and will do so at Your sole cost and in strict coordination and oversight with Us. You shall not do any act or make any claim which is contrary to or in conflict with Our rights in Our Confidential Information or Intellectual Property. We are not required to defend or indemnify You for expenses or damages if You are party to an administrative or judicial proceeding involving the licensed trademarks.

3.6 Goodwill. All goodwill associated with the Marks and the System belongs exclusively to Us. You acknowledge that valuable goodwill is attached to the Marks and System, and that We have invested and continue to invest time and capital into promoting the System and that such promotion creates goodwill and customer association which benefits Us, You, and all other franchisees in the System. Furthermore, even goodwill associated with the Marks and the System that might be deemed to have arisen through Your activities, is Our sole property and inures directly and exclusively to Our benefit, except as otherwise provided herein or by applicable law.

3.6.1 Customer Data. All Customer Data is Our sole property and inures directly and exclusively to Our benefit. You have a royalty-free, non-exclusive right to use the Customer Data during the term of this Agreement. You must gather, upload, and/or store all Customer Data as required by Us. To the extent that We do not otherwise have access, You must provide Us copies of all Customer Data upon request. You must abide by all applicable laws pertaining to the privacy of consumer, employee, and transaction information, and do-not-contact laws. If We allow You to use the Customer Data to transmit advertisements to customers and potential customers, You are solely responsible to comply with the laws pertaining to calling or texting customers, the sending of emails, or any other transmission of information, Including any anti-spam legislation.

3.7 Fictitious Business Name. You must not use Our Marks or any other name similar thereto in the name of any partnership or entity owned or formed by You, whether to own or operate Your Franchise Business or otherwise. However, within 30 days of signing this Agreement, You must file for a certificate of assumed or fictitious name or a “doing business as” name (“DBA”) using Our Marks as designated by Us, and in the manner required by applicable state law so as to notify the public that You are operating Your Franchise Business as an independent business pursuant to this Agreement and must Include Your assigned franchise designation in such filing. You shall provide Us with a copy of Your DBA registration and/or certificate upon receipt of the same, and upon Our request from time to time.

3.8 Maintaining Secrecy. You shall: 1) fully and strictly adhere to all security procedures prescribed by Us in Our sole discretion for maintaining the secrecy of Our Confidential Information; 2) disclose such information to Your Personnel only to the extent necessary to Market Our products and services and for the operation of the Franchise Business in accordance with this Agreement; 3) not use any such information in any other business or in any manner not specifically authorized or approved in writing by Us; and 4) exercise the highest degree of diligence and make every effort to maintain the absolute confidentiality of all such information during and after the term of this Agreement.

3.9 Changes to the System. You shall fully disclose all Innovations to Us, without disclosing the Innovation to others and shall obtain Our written approval before using or implementing an Innovation. All Innovations are owned by Us and considered "work-made-for-hire." If all or part of any Innovation that You create is for any reason deemed not to be a work-made-for-hire, then You hereby irrevocably transfer and assign to Us or Our affiliate all right, title, interest and ownership, Including license rights, in the Innovation, and You agree to sign (or have the creator sign) any document necessary to effectuate the transfer and assignment. To the extent You have any moral or similar rights in an Innovation or derivative thereof, You expressly waive those rights. Any Innovation may be used by Us and all other franchisees without any obligation to compensate You. We reserve the right to make application for and own Intellectual Property relating to any Innovation, and You shall cooperate with Us in securing these rights. We may also consider an Innovation as part of Our trade secret. At Our discretion, We may authorize You to utilize Innovations that may be developed by You, Us, or other franchisees.

3.10 Association with Causes; Co-Branding. You cannot, without first receiving Our written approval, in the name of the Franchise Business or in any manner associated with the Marks: (i) donate money, products, or services to any charitable, political, social, religious, or other for-profit or non-profit organization, cause, or position; or (ii) act in support of or against any such organization, cause or position. You cannot "co-brand" or use the Marks or Your Franchise Business to associate any other business activity with the Franchise Business in a manner which is likely to cause the public to perceive the activity to be related to or sponsored by the brand or System.

3.11 Consent to Use of Likeness and Your Franchise Business. You agree that We have the right to use the likeness (Including photographs or videos containing images) of You and Your Franchise Business for any purposes relating to the Marketing of the System or Marks. You agree that no compensation will be due to You for such use.

ARTICLE IV
CONSTRUCTION, COMMENCING OPERATIONS AND LEASE

4.1 Office; Storage. You are required to have an office from which You will operate Your Franchise Business. Unless You purchase a large investment franchise, Your office may be within Your residence. If You do not have access to a home office or similar location from which to operate Your Franchise Business, You are required to either purchase or lease suitable real property from which to operate Your Franchise Business within three months of signing this Agreement. You may also need to rent a storage space to store Your equipment and paint supplies. You must strictly comply with local zoning and, state and federal laws, rules and regulations.

4.1.1 Selection. It will be Your responsibility, at Your sole cost and expense, to select Your office site. You must provide Us with the street address of the proposed site, the site report, and such other information as We request, and We must approve Your office location and general characteristics of Your office and Lease, if applicable. If You do not work from a home office, or if You purchase a large investment franchise, You must have a site purchased or leased within three months of signing this Agreement.

4.2 Commencing Operations. You are required to commence operations not later than six months from the date of this Agreement. We have the right to inspect Your equipment, storage unit, office, and other aspects of Your operations relating to Your compliance with this Agreement prior to opening.

4.2.1 Conditions to Opening. You will notify Us in writing at least 30 days before You intend to begin operations. Before opening, You must satisfy all the following conditions: 1) You are in compliance with this Agreement; 2) You have obtained all applicable governmental permits, licenses, and authorizations; 3) the Franchise Business conforms to all applicable System standards; 4) You have hired sufficient Personnel and/or contractors; 5) Your Operating Principal and manager (if applicable) have completed all Our required pre-opening trainings and certifications; and 6) We have given Your Our written approval to begin operations, which will not be unreasonably withheld.

4.2.2 Failure to Meet Deadlines. If You fail to meet a deadline listed in this Article and fail to cure, this Agreement is subject to Termination by Us, at Our option. However, You may be granted an extension at Our discretion if You demonstrate a good faith effort in complying with this Article.

ARTICLE V
FEES AND REPORTS

5.1 Initial Franchise Fee. You shall pay Us the initial franchise fee listed on Exhibit "A-1" and Exhibit "A-3" in one lump sum at the time of signing this Agreement. The initial franchise fee is fully earned by Us and is non-refundable. No rights or privileges under this Agreement will exist until the initial franchise fee is paid in full.

5.1.1 Veteran and First Responder Discounts. If Your Operating Principal is a veteran of the U.S. Armed Forces, You will receive a 10% discount off the initial franchise fee for Your first Territory, contingent upon verification of honorable separation. Veteran ID cards, a DD-214, and other documentation are required to provide proof of honorable discharged status. We also offer a 10% discount off the initial franchise fee for first responders who worked as a first responder for at least two full years. Discounts cannot be combined with other discounts.

5.1.2 Additional Franchises. During the term of this Agreement, after You have purchased three franchise territories, You may purchase additional franchises at a discounted initial franchise fee per location as listed in Exhibit "A-3." This option is available only if there are franchise territories available, You meet Our then-current criteria for new franchisees, You are current and not in default of this Agreement, and, at Our sole discretion, We determine to sell You another franchise or territory. You will be required to sign Our then-current franchise agreement, which may have material terms different from this Agreement.

5.1.3 Technology Package. You must purchase must purchase a technology package from Us that includes a computer according to Our specifications with pre-programmed software and pre-installed onboarding information relevant to operating a Painter Bros franchise. Payment is due in full at the time of ordering. The cost is generally $4,500 to $7,000 depending on the chosen specifications.

5.2 Royalty. You shall pay Us a non-refundable on-going royalty listed in Exhibit "A-3." The royalty is in consideration of a license to use Our designated Intellectual Property and Confidential Information in accordance with this Agreement and the Manuals, and not in exchange for any specific services We render.

5.2.1 Change in Law. In the event there is a change in the law or a discovery of a law affecting the collection of payments to Us, You agree to allow Us to modify the definition of "Gross Sales" and the calculation of other Fees due to Us in order to comply with the law. However, in no event will the modification of the term "Gross Sales" or the calculation of other Fees due to Us result in Your payment in excess of the Fees listed in Exhibit "A-3."

5.3 Advertising Fee. You shall pay Us the advertising fee listed in Exhibit "A-3." If it is determined at the end of the year that You have not fully paid the advertising fee, then You shall pay to Us the difference within 10 days of notice.

5.3.1 Lead Generation. You shall also pay Us the Fee listed in Exhibit "A-3" to have Us or Our approved digital Marketing company (at Our discretion) run Google Ads or other lead generation in Your Territory(ies). We will control all landing pages for Your lead generation. With Our pre-approval, We may allow You to Market through other mediums such as Home Advisor and Yelp. We may increase Your local Marketing requirement by giving You at least 60 days prior notice. This amount may be increased at one time or in stages, but the increase will not result in You spending more than $5,000 per month per Territory on local Marketing (after the initial Marketing campaign).

5.3.2 SEO Fee. The SEO fee is listed on Exhibit "A-3." We can require this amount be paid to Us or Our designated SEO provider. We may increase this amount by giving You at least 60 days' prior

written notice. We may increase this amount at one time or in stages, but the increase will not result in You spending more than $499 per month per Territory on SEO during the term of this Agreement.

5.4 Calculation and Reporting. The calculation, reporting and payment of Fees specified in Sections 5.2 and 5.3 above will be made as follows:

5.4.1 Gross Sales Report. See Section 5.5 below.

5.4.2 Payments; Due Date. All Fees must be paid weekly in accordance with Our then-current electronic funds transfer, ACH or other automatic withdrawal program or as specifically directed by Us. We may allow You to pay Fees to Us by check, but You cannot pay by credit card. Currently, the Fees as shown and calculated on the Gross Sales Report are due and payable and must be received by Us or credited to Our account by pre-authorized bank debit and automatically withdrawn from Your Operating Account not later than 5:00 pm Mountain Time on Thursday of each week for the previous week's sales (Thursday through Wednesday) or other day of the week as designated by Us. Our current ACH agreement is attached hereto as Exhibit "A-6" and may be modified by Us at any time at Our sole discretion. You must have an active ACH agreement with Us at all times. Before terminating or canceling any active ACH agreement, You must provide a new ACH agreement to Us so that there is no time in which We do not have the ability to automatically withdraw or debit all payments and Fees due and owing to Us. You shall pay all service charges and fees charged to You by Your bank so that We may electronically debit Your bank account. You agree that Your obligation to pay all Fees due under this Agreement are absolute and unconditional.

5.4.2.1 Operating Account. You may not have more than one Operating Account associated with the Franchise Business and You may not switch Your Operating Account to a different account without Our prior written permission. If You fail to timely report Gross Sales, We may automatically sweep or debit an estimated amount of Fees due to Us. You shall pay Us any amount owing if We underestimate Your payment to Us, and We will credit You with any overage that We charge. You must also provide Us continual view-only access to Your Operating Account. You are required at all times to maintain a minimum amount in Your Operating Account sufficient to cover at least three months of operations, but in no event less than $10,000 or have a $10,000 line of credit, provided that in any 30-day period, unless You have the required line of credit, the Operating Account may have less than such amount for a period of not more than five days. These minimums are $50,000 if You purchase a large investment franchise.

5.4.3 Late Fees; Insufficient Funds Fee. You will be charged a late Fee if a required Fee, payment to Us or an affiliate, or report is not timely received by Us or an affiliate, and You will be charged per bounced check or insufficient funds transfer. See Exhibit "A-3." These Fees are due within 10 days of notice to You.

5.4.4 Interest. In addition, all Fees that are not paid when due will be assessed and accrue interest from the due date to the date of payment, both before and after judgment at the rate of 18% per annum or the maximum rate allowed by law, whichever is less. In no event will any amount be charged as interest or late fees that otherwise exceeds or violates any applicable legal restrictions. Unpaid interest charges will compound annually.

5.4.5 Sales or Use Tax. If there is hereafter assessed any nature of sales tax or use tax or other value added tax on Fees that You pay to Us, You shall also pay Us the applicable tax when invoiced.

5.5 Reports and Financial Statements. You must submit the following reports by the following due dates. We reserve the right to require all reports to be submitted at more frequent intervals.

TYPE OF REPORT	DUE DATE	REMARKS
Gross Sales Report	Same due date as royalties, or as otherwise designated by Us	You must submit Your Gross Sales report in a form We approve or require, which must Include the Gross Sales of the immediately preceding sales week.
Job Costing	Friday of each week, or as otherwise designated by Us	This report must include the cost of the work performed for the prior week's sales.
Local Marketing Report	Quarterly, by the 10th day of the following quarter, or as otherwise designated by Us	This report only needs to include ad spending outside of Our primary Marketing sources and must be in the format We may require.
Profit and Loss Statement and Balance Sheet	Quarterly, by the 10th day of the following quarter, or as otherwise designated by Us	This report must be in the format and include the line items as required by Us, but it does not need to be prepared by Your accountant or audited unless specifically requested by Us.
Annual Financial Statements	Annually, within 45 days after the end of each fiscal year	Must be submitted in accordance with the standard profit and loss statement template and balance sheet template required by Us. We can also require You to submit other financial statements at Our discretion. This is a complete financial statement for the preceding calendar year that has been reviewed and certified by an independent public accountant.
State Tax Return	Annually, within 10 days of submission	
Federal Tax Return	Annually, within 10 days of submission	
IRS Form 941 (Employer's Quarterly Federal Tax Return)	Quarterly, within 10 days of submission	
Other Reports	Upon Request	Those additional reports that We may from time to time require, Including sales and cost data and analyses, advertising budget, expenditures, inspection reports, etc.

5.5.1 Access and Use of Financial Records. We reserve the right to require You to use and pay for an accounting software system designated by Us, and We will have independent view-only access to Your account. Additionally, We or Our certified public accountants or other duly authorized agents have the right during normal business hours to conduct computer and other audits and to examine and make copies of Your books, records, business bank accounts, financial statements and sales and income tax returns, and You must keep complete and accurate books and records of the operation of Your Franchise Business. We are not required to give You advanced written notice of an audit or financial inspection.

5.5.2 Audit of Books and Records. If any audit or financial inspection discloses a deficiency of amounts owing to Us or Our affiliate(s), You shall immediately pay Us or Our affiliate the amount of the deficiency, the appropriate fee for late charges, and if the deficiency is 2% or more, You shall reimburse Us for the total expense of the audit or investigation, Including the charges for the accountant and the travel expenses, room, board, and other costs incurred in connection with the audit. Your failure to report Gross Sales for any period, or Your failure to retain and have available readable and organized required records

will be deemed an understatement by more than 2%. You shall provide Us with access to, or copies of, all financial records in the time We require.

5.6 Application of Payments. We can apply any payments received from You to any past due or then-current indebtedness of Yours to payments owing to Us.

5.7 No Refunds. The Fees set forth in this Agreement are not refundable.

5.8 Funding. You are solely responsible for obtaining all funding for Your Franchise Business. Failure to obtain sufficient initial funding for opening Your Franchise Business is grounds for termination of this Agreement.

5.9 Technology Fee. You shall pay Us the technology fee listed on Exhibit "A-3." This Fee includes basic website presence and up to three corporate domain email addresses. You may purchase additional email addresses from Us for Our then-current Fee (currently $20 per month). We may increase the technology fee to account for new or additional technologies and increased costs. However, if this Fee does increase, the increase will not be more than $50 per month within a calendar year. For example, this Fee could not increase by more than $100 per month within a two-year period. We can designate You to pay all or a portion of this Fee directly to the supplier.

5.10 CRM Subscription Fee. You shall pay Us the CRM fee listed on Exhibit "A-3." This Fee is for use of Our designated CRM. This Fee may be increased. However, if this Fee does increase, the increase will not be more than $50 per month within a calendar year. For example, this Fee could not increase by more than $100 per month within a two-year period. We can designate You to pay all or a portion of this Fee directly to the supplier.

5.11 OSHA Compliance Software and Service Fee. You must use and pay for the OSHA compliance software and service designated and required by Us to assist You with Your OSHA compliance. We can require that You pay the initial setup fees and ongoing monthly costs to Us or the supplier directly, at Our sole discretion.

ARTICLE VI
FRANCHISEE'S OPERATIONAL COVENANTS

6.1 Business Operations. In addition to other obligations, requirements and covenants set forth in this Agreement.

6.1.1 Compliance with Applicable Laws. Because this franchise is in the painting industry, specific regulations regarding painting and contractor licenses will apply to the operation of Your Franchise Business. These regulations pertain to contractor licensing, lead paint removal and disposal, paint and solvent, hazardous waste handling and disposal, as well as laws and regulations pertaining to worker safety and health in the workplace. There are also many state and local codes, ordinances or statues regarding contractor licensing requirements, as well as statues and regulations detailing how to define independent contractors, all of which could affect the operation of Your Franchise Business. You are solely responsible for ensuring compliance with all other applicable laws, ordinances and regulations or ruling of every nature whatsoever which in any way regulate or affect the operation of Your Franchise Business.

(i) Permits and Licensing. You shall obtain and maintain all required permits and licenses for the operation of Your Franchise Business. In order to operate a Painter Bros franchise in Your jurisdiction, You or an employee of Yours may be required to obtain a general painter contractor's license and a general contractor's license if You perform construction or general contractor work.

6.1.2 Appearance; Customer Service. You shall operate Your Franchise Business in a professional and tidy manner; perform work competently and in a workmanlike manner; give prompt, professional, courteous, and efficient service to the public adhering to the highest standards of honesty,

integrity, fair dealing, and ethical conduct; and otherwise operate in strict compliance with Our System, policies, practices, and procedures contained in the Manuals or otherwise communicated to You so as to preserve, maintain, and enhance the reputation and goodwill of Our System. You are solely responsible for the safety and well-being of Your customers. You must promptly respond to all complaints received from Your customers or other individuals and to resolve the complaint in a reasonable business-like manner. If You do not respond to the complaint in a manner We deem sufficient to preserve the goodwill of the brand, We may (but are not required) to address the customer's complaint to preserve goodwill and prevent further damage to the Marks, and You must reimburse Us for any costs We incur to resolve a complaint, Including providing refunds, plus a $75 per hour for Our time. Nothing in the Section or in any other provision of this Agreement is to be construed to impose liability upon Us to any third party for any of Your actions or obligations. We reserve the right to require that Your Personnel comply with any dress code or other trademark or brand-related standards that We may require.

6.1.3 Signage and Vehicle Wraps. All signs and vehicle wraps to be used in connection with Your Franchise Business must meet Our specifications and must be approved in writing by Us prior to use by You, but You must negotiate all purchase agreements or leases with Your suppliers. You shall maintain all signs and vehicle wraps in good condition and undertake such repairs and or replacements at Your expense as We reasonably determine to be necessary.

6.1.4 Training. Prior to Our initial training, Your Operating Principal (or other Personnel approved by Us) must pay for and complete an online mandatory CP Fundamentals of Protective Coatings (C1) Course. You are responsible for any costs and fees associated with this training. Upon completion of the CP Fundamentals of Protective Coatings (C1) Course training, Your Operating Principal and Your designated manager, if other than Your Operating Principal, must attend and successfully complete Our training program at least two weeks prior to opening Your Franchise Business. Your Operating Principal and designated managers are required to attend the same training. Failure to successfully complete training is a default of this Agreement. The cost of the training instruction is identified on Exhibit "A-3" and is paid to Us in a lump sum at the time of signing this Agreement. There is no additional training fee for Your first three attendees. Depending on availability, You may send up to two additional trainees to attend the initial training (up to five trainees in total at initial training). The cost for additional trainees to attend the initial training is listed in Exhibit "A-3." You may also request additional days of training for a fee listed in Exhibit "A-3." We have the right in Our sole discretion to limit additional training to three workdays (one representatives for one day equals one workday and three representatives for one day is three works days). The cost of additional trainees or additional days at training must be paid at least 10 days prior to the training. You must also cover the travel, food, and lodging costs as well as compensation for Your attendees.

i. New Operating Principal or New Manager Training. Any new Operating Principal must attend Our initial training before they may assume the role of Operating Principal. New managers may be trained by Your Operating Principal, but We can also require Your managers to be trained by Us if We reasonably believe such training would be in the best interest of Your Franchise Business and/or the System. Depending on availability and advanced written notice, this training may take place in Your Territory(ies), but more likely the training will take place at or near Our headquarters or at an affiliate's territory. Our Fee for this training is listed in Exhibit "A-3" and must be paid in advance of the training. You shall also bear the costs of travel, food, lodging and salaries of Your attendees or Our representatives, as applicable.

ii. Additional Training. Depending on availability and advanced written notice, if You would like additional training, We may provide this training to You. We have the right in Our sole discretion to limit additional training to three-man-days at a time. We can also require Your Operating Principal and/or other key Personnel to attend additional trainings if You are in default, or if We reasonably believe such training would be in the best interest of Your Franchise Business. The Fee for this training is listed in Exhibit "A-3." For all in-person training, You shall also bear the costs of travel, food, and lodging of Your attendees or Our representatives (as applicable) in connection with training.

iii. Non-Disclosure. All attendees at a training must sign a non-disclosure agreement acceptable to Us before attending training.

iv. Rescheduling Fee. You shall pay Us the rescheduling Fee listed in Exhibit "A-3" if You postpone or reschedule any training or assistance within 10 days of the scheduled date, or if You fail to complete certain requirements prior to a training.

v. Optional Training for National Accounts. You may only perform services on a National Account if You complete the then-required training to service a National Account. The current training consists of a 5-day course to obtain an AMPP CIP Level 1 Certification. You are responsible for paying all fees and expenses to complete the certification.

6.1.5 Other Agreements. You must execute all other agreements required under this Agreement or as reasonably requested by Us from time to time and to provide Us with a copy within 15 days of execution.

6.1.6 Management. Your Franchise Business must be managed by either Your Operating Principal or a designated manager who will be required to devote their full time (at least 40 hours per week), attention and best efforts to the management and operation of Your Franchise Business. We require on-premises supervision at job sites by Your designated manager who must be trained by Us to manage Your Franchise Business if Your Operating Principal will not act as the full-time manager of the Franchise Business. You must disclose the identity of Your Operating Principal to Us, and You must immediately notify Us in writing if Your Operating Principal is no longer acting in such capacity. We must approve of Your Operating Principal and any replacement Operating Principal.

i. Unless Your Operating Principal acts as the full-time manager of the Franchise Business, Your Operating Principal is not required to work a certain or minimum number of hours; however, Your Operating Principal must maintain sufficient equipment, inventory, and supplies and work sufficient hours to operate Your Franchise Business or supervise Your managers and employ adequate Personnel to operate Your Franchise Business at its maximum capacity and efficiency. Your Operating Principal must be Your primary contact person with Us.

ii. Although We do not require Your Operating Principal to be involved in the day-to-day on-premises management, Your Operating Principal is required to participate in Your Franchise Business as follows: (i) be directly responsible for overseeing all accounting, reporting and bookkeeping and all financial components of the Franchise Business; (ii) attend and complete all training and retraining courses required by Us; (iii) attend any annual conferences or special meetings of franchisees called by Us; (iv) be directly involved in all Personnel decisions affecting the Franchise Business; and (v) conduct frequent inspections of job sites and operations to ensure the highest standards of professionalism and quality are being followed, and in compliance with Our approved methods. Additionally, Your Operating Principal must work with Our director of operations (or other Personnel as We may designate) for weekly check-ins. Your Operating Principal must also be personally responsible for managing sales and production with national account customer. Your Operating Principal is not allowed to delegate the tasks of weekly check-ins and sales and production without Our written permission. Your Operating Principal must also be Your principal point of contact with Us.

iii. Your Operating Principal must devote their primary attention to the Franchise Business, and You, Your Operating Principal and Your manager(s) must keep free from any conflicting or competing enterprises or any other activities that would be detrimental to or interfere with the operation of Your Franchise Business.

6.1.7 Operational Hours. You shall operate Your Franchise Business at least five days per week throughout the year, and Your Operating Principal or Your managers must be available to customers during the days and hours We dictate (currently Monday through Friday from 8am to 5pm unless otherwise prohibited by the law of Your state or waived in writing by Us).

6.1.8 Your Personnel. You shall at all times during the operation of the Franchise Business maintain a staff of trained Personnel sufficient to operate the Franchise Business in compliance with Our brand standards. You acknowledge and agree that You, Your Principals and Your Personnel are not Our employees or independent contractors. You are solely responsible for the hiring, firing, discipline, scheduling, management, compensation, supervision, assignment of duties, directions governing the manner, means, and methods of the performance of duties, work rules, safety, working conditions, and training of Your Personnel. We do not assist You in employment-related decisions, or in creating any policies or terms and conditions related to the management of Your Personnel and their employment. It is Your responsibility to comply with local and federal labor and employment laws.

(i) Sample Employment Manual. We may provide You with a sample employee guide or manual, but it will only be an example of certain employment matters that You may choose to adopt or not. You must use Your own discretion on what policies to implement for Your Personnel based on Your own circumstances and management decisions. The sample manual is not edited or reviewed frequently to stay up to date with current or state specific employment laws and some policies may be outdated or conflict with current existing state or federal employment laws. You must seek Your own legal counsel to determine those policies that are legally compliant with current employment laws in Your state to draft Your own employee handbook. It is Your responsibility to comply with local and federal labor and employment laws.

(ii) Notification to Personnel. You further agree that in any office, break room, or other non-public area accessed by Your Personnel, You will post a sign or other document containing language We require explaining the differences between You, their employer or contractor, and Us, the franchisor.

(iii) Personnel Brand Protection Agreement. Your Personnel must execute Our Personnel Brand Protection Agreement (see Exhibit "A-5"). Although We provide You this form, You are responsible to conform it to the laws and regulations of Your state. You must also have each of your Personnel sign Our then-current form of the Franchise Relationship Acknowledgement attached as Schedule "A-5.1" to the Personnel Brand Protection Agreement. You shall promptly deliver a copy of all such agreements to Us within 10 days of hiring of the respective Personnel.

(iv) Recruiting Agency. You must use the recruiting agency approved by Us at Your own expense to hire sales and management Personnel. You may not hire Your own sales and management positions without Our prior written permission.

(v) OSHA Compliance. You are required to use and pay for Our designated or otherwise approved service to assist You with OSHA compliance.

6.1.9 Insurance.

(i) Minimum Limit Requirements. You shall at all times during the entire term of this Agreement and at Your own expense keep in full force, by advance payment(s), the following minimum insurance policies, obtained from a company rated "A-" or better by A.M. Best & Company, Inc.:

Type of Insurance	Minimum Required Amount(s)
Commercial General Liability Insurance	$1,000,000 per occurrence and $2,000,000 in the aggregate or leasehold minimum, whichever is greater
Commercial Automobile Insurance	At least $1,000,000 (combined single limit for personal injury, including bodily injury or death, and property damage)
Umbrella Insurance	$1,000,000
License Bond, Surety, Letter of Credit or Similar Protection	As required on a per state basis

Government Required Insurances	All workers' compensation and employment insurance on Your employees as required under all federal and state laws (cannot exclude owner-operator requirement)

(ii) Policy Requirements. Other than Your workers' compensation insurance, these policies must insure You and Us and Our nominees as additional insureds, without regard to any other insurance program that We may have in effect, against any liability that may accrue by reason of or relating to Your ownership, maintenance or operation of the Franchise Business wherever located or performed. Your insurance is primary and non-contributory. Any insurance obtained by Us is solely for Our benefit and not for the benefit of You or Your Franchise Business. These policies must Include a waiver of the insurer's right of subrogation against Us and provide coverage for Your indemnification obligations under this Agreement. These policies must stipulate that We will receive a 30-day written notice prior to, renewal or termination, and We must receive a 30-day notice of any modifications. Original or duplicate copies of all insurance policies, certificates of insurance, or other proof of insurance acceptable to Us must be furnished to Us together with proof of payment prior to You beginning operations and within 15 days of any request which We may make from time to time. You need to make an independent determination as to whether increased amounts or additional types of insurance are appropriate. If You fail to obtain insurance and keep the same in full force and effect, We may obtain this insurance at Our discretion, and You must reimburse Us the premium costs, plus an administration Fee for Our time (see Exhibit "A-3"). We may periodically increase the amounts of coverage required and/or require different or additional coverage. We have the right to require that You obtain from Your insurance company, and subsequently provide to Us for Our review, a report of claims made and reserves set against Your insurance (commonly known as "loss runs"). We also reserve the right to require You to use a specific insurance broker.

(iii) Continuation of Policy. Regardless of the amounts We state above, it is Your responsibility to maintain adequate insurance coverage at all times during the term of and after the expiration of this Agreement, so that coverage, Including any policies that are on a "claims-made" basis, which through the purchase of an extended reporting endorsement (i.e. "tail" insurance) will be in effect for acts or omissions that occurred prior to the termination of the policy and are reported within a 24-month period following the end of the policy period.

6.1.10 Pricing. We may, to the degree permitted by law, suggest retail prices and specify maximum and/or minimum pricing You may charge for products and services. If We impose a maximum price for any product or service, You may charge any price for the product or service up to and Including the maximum pricing We impose, but You may not charge any price in excess of the maximum pricing. If We impose minimum pricing for any product or service, You may charge any price down to and Including the minimum pricing imposed, but You may not charge any price below the minimum pricing set by Us. Our pricing policies are intended to benefit the System as a whole and may not maximize Your profits.

6.1.11 Computer System. At Your expense, You must purchase or lease a computer, iPad, and other computer hardware and software systems designated by Us in strict accordance with Our specifications, and We can mandate the forms of payment You can or must accept. Currently, You must have at least one iPad that meets Our specifications per painting crew. There is no contractual limitation on Our right to receive information through Your computer, POS or other systems or to the frequency and cost of the obligation to upgrade and maintain them. We reserve the right to change the computer and POS system at any time. If We adopt a different computer system or other system in the future, You must adopt it at Your expense. You must maintain, repair, modify and upgrade all such items at Your expense. You hereby waive any claim against Us or Our affiliates for any loss, damage, liability, or expense caused by or related to failures, errors, acts, omissions, or otherwise of any computer, POS, hardware or software system (not related to Our (or an affiliate's) acts or omissions). You must provide Us continual independent access to Your computer systems and Your accounting system, Including all quotes, estimating reports, templates and forms generated on Your computer and tablets. You must keep these systems available for Our access 24/7 and provide Us with user IDs and passwords, if necessary. We can require You to obtain a static IP address from Your internet provider. At the present time, We require the use of a CRM designated by Us for Your point-of-sale system ("POS"), and We reserve the right to designate a different POS system in the

future. Your computer must be capable of running Excel and other Microsoft programs and sending and receiving emails. Additionally, You must have a printer to print out customer contracts and other forms designated by Us.

(i) Email Address. You may only use the email addresses We provide to You in email correspondence and communications involving Your Franchise Business. We may provide up to three email addresses to You. Any email account/address that We provide to You belongs to Us and We have the right to access such email accounts at any time without notice to You, and You understand and acknowledge that You have no expectation of privacy in assigned email accounts. We also have the right to issue You a different email account/address at Our sole discretion. You are not allowed to use a non-franchise email for business purposes involving the Franchise Business. You may purchase additional email addresses from Us for a fee listed in Exhibit "A-3" which is payable to Us monthly.

(ii) Customer Relationship Management Software "CRM". You are required to use the CRM designated by Us for reporting, customer payments, customer data, estimating, and other uses as required by Us. You are responsible for the subscription costs to use the CRM. All customer payments must be processed through the CRM, and You will be responsible for all merchant processing fees. We have the right to withhold or instruct the applicable merchant processing company to deduct all the applicable Fees that You owe to Us prior to remitting processed payments to You. Any marketing platform utilized by You must funnel leads through the CRM. Additionally, all estimates, projects, and any and all business activities for Your Franchise Business must flow through the CRM. We have the right to have independent access to all information on the CRM.

6.1.12 Required Software; Reporting; Technology. You must use all software and other technology and platforms as required by Us, which may be changed from time to time. You must input all required information into Our designated software as set forth in Manuals.

(i) Retention of Records; Accounting Systems; Bookkeeping. You must record all sales at the time of the sale in the manner approved or designated by Us. You must have high speed, broadband Internet access at the levels required in the Manuals. You must retain all computer records, charge account records, sales slips, orders, return vouchers, sales tax reports and all Your other business records and related back-up material, tax returns and financial reports for at least five years following the end of the year in which the items pertain, Including after the Termination of this Agreement. Any data collected or provided by You, downloaded from Your POS System, or otherwise collected from You by Us or provided to Us, is and will be owned exclusively by Us, and We have the right to use the data in any manner without compensation to You. During the term of this Agreement, You are licensed, without additional compensation, to use such data solely for the purpose of operating Your Franchise Business. This license will automatically and irrevocably expire, without additional notice or action by Us, when this Agreement Terminates. You must use Our designated bookkeeping service to manage Your bookkeeping and pay for such services. You are not allowed to manage Your books on Your own unless otherwise approved by Us in writing. We can require that You use and pay for a specific accounting software. We can require that we have independent view-only access to your account. You are also required to follow Our accounting procedures, line items, and templates and charts of accounts as provided and updated in Our Manuals.

(ii) Merchant Account. At Your expense, You must participate in Our merchant account and other point of sale programs as set forth in Our Manuals.

(iii) Incentive Programs. If We adopt a loyalty, coupon, gift card/certificate, free giveaways, fundraising programs, membership, subscription model, or other discount or incentive program, You are required to implement and honor such programs in Your Franchise Business. You are not allowed to implement any sort of coupon, loyalty, membership, subscription model, gift card program, etc., without Our prior written permission. The method of sales and pooling and reconciling the funds for all such programs will be determined by Us at Our sole discretion as set forth in the Manuals.

(iv) Data Security Standards. At Your cost and expense, You must investigate and ensure that You comply with all payment card industry ("PCI") and data security standard ("DSS") standards, regulations, and requirements; however, We reserve the right to approve of the supplier You use for compliance. You must meet the requirements of, and comply with enhancements and changes to, the PCI and DSS and maintain PCI compliance with the current version of the PCI and DSS. We reserve the right to require an audit (and to designate the auditor) to verify compliance. You must reimburse Us for all costs related to the audit if You are not in compliance. You are responsible to use all required tools, systems, and vendors to complete ongoing PCI requirements, Including quarterly external security scans and annual self-assessment questionnaires. You are solely responsible for all costs relating to PCI compliance and data security issues, Including, security threats, breaches, and malware. It is Your responsibility to alert Us, not later than 24-hours following a suspected or confirmed data security breach, so that appropriate action can be taken to protect Customer Data and to notify relevant parties. You are not permitted to collect, store, transfer, etc., any unnecessary customer information.

6.1.13 Conferences and Seminars. At Our discretion, We may hold conferences or seminars on a regional or national basis for all franchisees in good standing. The conferences and seminars may be held at various locations chosen by Us. If held, Your Operating Principal is required to attend, and depending on the conference or seminar, your managers may be required to attend as well. You must pay for registration Fees (see Exhibit "A-3") and all travel, lodging, food, and other expenses for each of Your attendees. This fee is due even if a required attendee cannot attend. On the month after our annual conference (usually in Q1 of each year), We will notify You of the destination and registration fee per person for the next annual conference, and We will start withdrawing the monthly installment in the following month. For new franchisees, the fee is $900 per person and is due at the time you sign this Agreement. We also may invite You to additional conferences, Including National Account conferences, if You qualify, or You may elect to go to other local conferences and seminars. You will be responsible for Your registration, travel, food, and lodging for any additional conference You attend (per attendee).

6.1.14 Call Center. Unless otherwise permitted by Us in writing, You must use the call center approved by Us to field all leads and calls. You may not field Your own leads and calls without Our prior written permission.

6.2 Quality Control.

6.2.1 Correction of Defects. You shall immediately correct defects, deficiencies or unsatisfactory conditions in the appearance or conduct of Your Franchise Business. You shall establish and maintain an image and reputation for Your Franchise Business consistent with the standards set forth in this Agreement, in the Manuals, or as otherwise specified by Us.

6.2.2 System Compliance. You shall strictly follow Our System, the Manuals, and other directives promulgated or provided by Us from time to time.

(i) Modifications. We have the right to modify, delete, add to, and otherwise make systematic and other changes to the System, Intellectual Property, Manuals and operations, etc. We may issue new specifications and standards for any aspect of Our System, or modify existing specifications and standards at any time by revising Our Manuals and/or issuing new written directives (which may be communicated to You by any method We choose). You must accept, comply with, use, and implement and display all such changes to the System or operations. The modifications may obligate You to invest additional capital in Your Franchise Business and to incur higher operating costs. You must incorporate all such modifications within the time periods that We specify. You are prohibited from making modifications to the System or Your Franchise Business without Our prior written approval.

(ii) Inspections and Visits. We may conduct periodic evaluations, inspections, and audits of all aspects of Your Franchise Business for compliance with the System, reporting, customer service and the standards and procedures set forth in the Manuals. These inspections may be conducted in-person or through remote access such as video or live video conferencing. We may conduct inspections

without prior notice to You. Our inspections may Include Your job sites, office, vehicles, business records, bank accounts, Venmo (and the like), operating procedures, reports, computer drives, electronic storage devices, account records, tax records, etc., related to the Franchise Business. We also have the right to speak with and interact with Your Personnel and customers, and to remove samples of products, inventory, supplies and materials.

6.2.3 Interim Management. If We give You notice of default, and You fail to cure (or as set forth in Section 14.10), We have the right at Our sole discretion (but not the obligation) to step in to manage Your Franchise Business for up to six months, as We deem advisable for a Fee. See Exhibit "A-3." This Fee reflects the estimated fair market value of Our services. You shall also pay all travel, lodging, food and other expenses for Our representative(s) and other expenses that may be incurred by Us to perform such services, plus royalties, advertising fees and other applicable fees.

(i) Operations, Access to Information and Operating Account. During the Interim Management Period, You hereby grant Us authority to assist You in managing any or all aspects of Your Franchise Business. We will work directly with Your Operating Principal and Your managers, and We may require additional training for Your Operating Principal, Your managers, and other Personnel. You shall cooperate to provide Us with all pertinent information regarding Your Franchise Business and access to the applicable operating accounts to enable Us to efficiently assist with management operations. All accounts must remain in Your name during the Interim Management Period, but You shall add Us or Our representative as a co-signer on certain accounts. You hereby grant Us permission to speak directly with Your landlord, suppliers, banks, IRS, state agencies, creditors, etc., regarding Your Franchise Business, and You shall cooperate with Us to facilitate such communication. We may require You to establish a new bank account for Your Franchise Business during the Interim Management Period into which all operating income will be deposited. You and We (at Our option) will have authority over this account, and You or We will make payments on Your accounts payable as cash is available, but only with Your prior authorization and direction when possible. You are ultimately responsible for all operating costs during the Interim Management Period. You shall provide Us with a list of all accounts payable with direction on which accounts are to be paid, but with the understanding that all taxing authorities will be paid first. Any excess funds in the Operating Account or any new account after all applicable costs and Fees have been paid and after an additional amount has been set aside sufficient for the Franchise Business to fulfill its business purposes as determined by Us, will be transferred to You monthly. We may provide monthly internal profit and loss statements to You. We have no obligation to infuse capital into Your Franchise Business, but if We do, such amounts will be treated as a loan, which must be repaid within an agreed upon time and bear market interest as agreed. We have the right to direct Your Personnel during the Interim Management Period. Both You and We agree that in no way does Our interim management create a relationship of trustee, beneficiary or any type of fiduciary relationship over or in relationship to Your Franchise Business.

(ii) Your Obligation to Cure. During the Interim Management Period, You are obligated to cure all applicable defaults within the applicable cure periods as set forth in this Agreement. We have the right to terminate this Agreement during the Interim Management Period for defaults not cured within the applicable cure periods.

6.3 Personal Guarantees. Each Owner of Your Franchise Business, who owns 10% or greater interest, and their respective spouse, must each personally sign the Guaranty and Assumption of Obligations attached as Exhibit "A-7" to this Agreement.

6.4 Standards and Control. Any required standards exist to protect Our interest in the System and the Marks and not for the purpose of establishing control or duty to take control over those matters that are reserved to You in the day-to-day operation of Your Franchise Business.

6.5 Required Notices. You shall provide Us with prompt notice (within five business days of receipt) of any default with regards to late payment of any taxes, government fines, past due payments owing to any vendors, landlords, or past due amounts owing to Personnel.

6.6 Non-Contravention; Non-Disparagement. You shall not undertake any action or inaction to circumvent, contravene, or undermine the purposes of this Agreement. Additionally, during and after the term of this Agreement, You shall not make any negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Us, Our officers, Owners, Principals, representatives, Personnel, the brand, the System, Our products and services, or other franchisees.

6.7 Warranties. You must offer a two-year labor warranty to all Your customers.

6.8 Non-Delegation. You may not outsource to a third party, any part of Your obligations to Us or services to customers, Including to another franchisee, without Our prior written approval.

ARTICLE VII
FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Suppliers and Products. We shall provide You with a list of specifications and a list of approved suppliers of Painter Bros products, equipment, signs, supplies, materials, etc. We may add to or discontinue working with any of Our suppliers.

7.2 Operations Assistance. We shall furnish You with guidance relating to the general operation of Your Franchise Business and upon Your reasonable request, make Ourselves available to consult with You by telephone, email, video conference, teleconference, or website posting during regular business hours during the continuing operation of Your Franchise Business. We are not required to provide additional training to You. If You feel additional training is necessary (such as management training or motivational training for staff), We will provide such training to You based on advance notice, availability of Personnel, and Your payment of a per day, per person Fee. See Exhibit "A-3." You shall be responsible to cover the cost of travel, food, wages, lodging and other costs incurred by Your attendees or Our representatives, as applicable.

7.3 Initial Training. We shall provide an initial training program for Your Operating Principal and other attendees in the various practices, policies and procedures for operating a Franchise Business. See Paragraph 6.1.4.

7.3.1 Opening Assistance. We shall provide You with 50 to 60 hours of opening assistance virtually, either by phone or video conferencing. This will be done through weekly calls of approximately an hour each week. We will also provide You with three to five days of opening assistance in Your Territory(ies). We will send one representative to assist You with beginning Your operations. We will cover the cost of sending Our representative to provide this in-person opening assistance in Your Territory(ies).

7.4 National Accounts. National Accounts may only managed by Our affiliate or by a franchisee that We have approved to manage National Accounts. If Our affiliate or a managing franchisee receives notice of job opportunities on a National Account in Your Territory(ies), Our affiliate or the managing franchisee may share that opportunity with You, another franchisee, a third party, or Our affiliate or the managing franchisee can perform that job, at Our affiliate's or the managing franchisee's discretion, as applicable.

7.4.1 Eligibility to Perform Services on a National Account. You may only perform services on a National Account if You complete the then-required training to service a National Account. The current training consists of a 6-day course to obtain an AMPP CIP Level 1 Certification. You are responsible to pay all fees and expenses to complete the certification.

7.4.2 Accepting and Bidding on a Job for Our Affiliate. If You receive notice from Our affiliate of a National Account job opportunity in Your Territory(ies), You must submit a bid to Our affiliate for that job in a timely manner. Many National Accounts put stipulations on what type of crew can perform certain jobs, or may require You to provide some facility maintenance services such as paint or graffiti removal and small handyman-type repairs. You may only bid on those jobs You can perform if Your bid is accepted.

7.4.3 Completion of the Job for Our Affiliate and Payment. After Our affiliate receives Your bid, Our affiliate will submit it to the National Account after adding an administration fee to the bid. If the bid is accepted, and You complete the job, the payment for that job will be paid to Our affiliate, usually net 30 or net 45. After Our affiliate receives payment, Our affiliate will pay You the original bid amount (the bid amount You submitted to Our affiliate and prior to the addition of the administration fee) less all applicable Fees due to Us (i.e., royalties, advertising fees, etc.) within 10 days of Us receiving the full payment.

7.4.4 Reservation of Rights. Our affiliate has the right not to provide You notices for National Account job opportunities if You are in default of this Agreement, or You have otherwise not performed a National Account job to the satisfaction of Us, Our affiliate, or the applicable National Account.

7.4.5 Jobs from Managing Franchisees. If You receive notice of a National Account job opportunity from a managing franchisee, You would be required to follow the procedures for bid submittal, job duties, payments, etc., as required by the managing franchisee and National Account for that job. If the managing franchisee does not withhold the applicable fees due to Us on payments received from a National Account, You would be required to do so.

7.4.6 Managing a National Account. You may only manage National Accounts if You receive Our prior written permission to manage a National Account. If You are not a large-investment franchisee, then to qualify, You must: 1) have successfully operated a Painter Bros franchise for at least two years or have successfully operated a similar business for at least two years; 2) have at least 12 months' experience working on National Accounts within the Painter Bros system and have properly serviced and not been in default of the National Account projects; 3) have completed the required trainings to service and manage a National Account (the current training consists of a 6-day course to obtain an AMPP CIP Level 1 Certification, and You are responsible to pay all fees and expenses to complete the certification); 4) have the capital necessary to meet the applicable National Account's minimum capital requirements; 5) not have been in default of this Agreement within in the previous 12 months, even if cured; and 6) have demonstrated the ability to properly manage National Accounts, which determination We will make in Our sole discretion. If You are allowed to manage a National Account, then You will be allowed to manage all jobs for that National Account (regardless of the location of fulfilling the account) so long as You are not in default of this Agreement and so long as You properly manage and are not in default of the applicable National Account.

7.5 Additional Guidance. Additional guidance, at Our sole discretion, will be furnished in the form of written Manuals, videos, bulletins or other written materials.

7.6 Advisory Committees. In Our sole discretion, We may choose to create franchisee committees to advise Us in various aspects of the System. Only franchisees who are in good standing and have maintained good standing for the 6-month period prior to serving on a committee may serve on any advisory committee. Each committee will establish rules for admitting and retaining committee members, but the initial rules will be established by Us.

ARTICLE VIII
PURCHASE OF PRODUCTS

8.1 Approved Products and Services; Suppliers. You shall purchase, use, provide, carry, and sell only those goods and services that meet Our specifications and/or that are purchased from Our approved suppliers. You shall timely pay all suppliers, Including Us and Our affiliates for purchased goods and services. This Includes the startup package which You must purchase Our approved suppliers. The prices, delivery terms, terms of payment, and other terms relating to the sale of such goods and services are subject to change by the supplier (Including Us and affiliates) without prior notice at any time. In no event will We or an affiliate be liable to You for unavailability of or delay in shipment or receipt of merchandise due to temporary product shortages or unavailability, order backlogs, production difficulties, delays in or unavailability of transportation, fire, strikes, work stoppages, or other such causes. A list of approved goods, services, and suppliers may be set forth in Our Manuals, which list We may update from time to time. We may add to or discontinue working with any of Our approved suppliers. No goods or services may be added

to, altered, or discontinued by Your Franchise Business unless it is first approved by Us in writing. Any additional goods or services that are unique to Your area requires written approval from Us before such goods and/or services are offered. For the purpose of this Article, "goods" means any product, good, inventory, supply item, equipment, tool, item, etc.

8.1.1 Delivery and Installation. For delivery and installation, You are required to work directly with the manufacturer or supplier of these items. We do not assist in the delivery or installation of any required or approved purchases.

8.2 Supplier Compensation. We or Our affiliates may derive revenue from the sale of required items and services through mark-ups in prices charged to You for items and services purchased from Us or an affiliate, or We or an affiliate may receive compensation or discounts from the supplier for Your purchase of such items and services. No compensation is due to You for revenue, benefits, or discounts that We receive from suppliers.

8.3 Unapproved Suppliers. If You desire to purchase any goods or services from an unapproved supplier, or if You would like Us to consider alternative goods, You must submit to Us a written request for such approval or request the supplier itself to do so. We may require You to submit samples, and other data to permit Us to ascertain whether to approve a supplier or good. We will notify You in writing and within 30 days of completing Our evaluation as to whether that supplier or good has been approved. You must pay a non-refundable Supplier Evaluation Fee listed in Exhibit "A-3," plus reimburse Us for all actual costs and expenses of testing whether or not the requested supplier is approved. A supplier or good that is able to meet Our specifications may, as determined in Our sole discretion, become an approved supplier (or good) for Your Franchise Business only or for the System as a whole. We may make changes in the standards and specifications for approved suppliers and/or goods. At Our discretion, We may revoke Our approval of an approved supplier and/or good upon 30 days' prior written notice to You.

8.4 Maintenance. You shall maintain all inventory, vehicles, tools, and equipment of Your Franchise Business in good working order. If You fail to replace any of these items that We reasonably feel is outdated, damaged, in need of repair, obsolete, etc., at Our sole discretion, We may replace those items for You, and You would be required to reimburse Us Our costs, plus a fee for Our time within 15 days of invoicing (see Exhibit "A-3").

8.5 Vehicles. You must have a vehicle for Your estimator. The purchase of a service vehicle is optional, but each of Your painting crews must have a service vehicle (which may be provided by the painting crew You hire). The service vehicle for Your painting crew must be a full-sized truck or van and must accommodate all the equipment needed to provide professional residential and commercial painting services. Your estimator's vehicle does not have to be a truck or van, and We generally recommend a fuel-efficient vehicle such as a compact or subcompact vehicle. Each of Your vehicles must also be maintained in good condition and repair with no external damage or unreasonable wear and tear, must maintain a professional appearance, cannot be more than 10 years old, and must be approved by Us. You may also purchase an enclosed trailer, which must be approved by Us, to carry and store Your equipment. You are solely responsible to provide the required licenses, insurance, maintenance, and upkeep for all Your vehicles used in Your Franchise Business.

8.5.1 Vehicle Wrap. You shall wrap Your estimator vehicle with a high-quality wrap advertising Your Franchise Business, as directed and approved by Us. You shall keep Your vehicle wraps in good condition, free from unsightly or unprofessional wear and tear.

8.5.2 Limitation of Vehicles. You are not allowed to perform any other services or sell products from Your vehicles that bear Our Marks, other than in association with the Franchise Business and as allowed pursuant to the Manuals.

8.6 Warranties; Support. You must look to the respective manufacturers or suppliers for issues related to warranties defective products, training and support for any third-party goods purchased for Your Franchise Business. We do not provide any warranty for items purchased from Us.

ARTICLE IX
MANUALS

9.1 Manuals. We shall loan You a copy or provide electronic access to Our Manuals. Our Manuals may consist of a series of online videos, webpages, online drives, or other forms designated by Us. You may not copy any part of the Manuals either physically or electronically. The Manuals are confidential and remain Our property. We have the right to revise the Manuals at Our sole discretion. You must promptly and continuously comply, at Your expense, with all provisions of, and modifications to the Manuals. The master or most updated copy of the Manuals maintained by Us will control in the event of a Dispute relative to the contents of the Manuals. You are responsible for frequently checking the Manuals and updates to ensure that You are aware of and compliant with the most up-to-date information and System requirements.

9.2 Standards and Procedures. We may establish performance procedures, standards and specifications ("Standards") for the operation of Your Franchise Business. We may change these Standards at Our discretion, and You must strictly follow and implement all such Standards within the periods required by Us. You understand and agree that any information related to Your employees, except as related to quality controls for the System and the Marks, are to be regarded as a recommendation only.

ARTICLE X
ADVERTISING

10.1 Advertising Fund. You must contribute to Our national Marketing and development fund ("Advertising Fund") for Marketing activities as We, in Our sole discretion, may deem necessary or appropriate to Market the System. We can terminate, suspend, or postpone the Marketing Fund at any time. Upon termination of the Marketing Fund, the unused funds will either be returned to those that contributed the funds, or We will cease to collect new funds while We spend the remainder of funds.

10.1.1 Advertising Fund Administration. We will direct all such programs, with sole discretion over: 1) the creative concepts, materials, endorsements and media used (which may Include television, Internet, radio, print and other media and Marketing formats as developed over time, as funds permit); 2) the source of the Advertising or public relation efforts (which may be in-house or through an outside agency located locally, regionally or nationally); 3) the placement, timing, and allocation of advertising (which will be local or regional); 4) the composition of all geographic territories and market areas for the development and implementation of such programs; and 5) all other uses of the fund. The Advertising Fund can be operated through an entity separate from Us and We can assign all rights and duties of Ours relating to the Advertising Fund to that entity. We will not be liable for any act or omission with respect to the Advertising Fund or otherwise which is consistent with this Agreement, or which is done in subjective good faith. We have the right to loan money to the Advertising Fund to cover any deficits. The Advertising Fund is not in the nature of a trust, fiduciary relationship or similar special arrangement, and We disclaim any such relationship.

10.1.2 Use of Advertising Fund Fees. We may use the Advertising Fund to offset a portion of direct costs to manage and maintain the Advertising Fund, Including the payment or staff salaries and other expenses for those groups who may be involved in Advertising Fund activities. You must participate in all Marketing programs instituted by the Advertising Fund or by Us, and We may receive payment for providing goods and services to the Advertising Fund. We reserve the right to use fees from the Advertising Fund to place Marketing in national or regional media, or to attend conferences for networking opportunities to grow the Painter Bros system and to try to obtain or nurture relationships for access to contracts and accounts for the Painter Bros system. Additionally, We may use the fund for professional photo shoots and site visits within a franchisee's territory to create material to better promote Our franchisees, commissions, market research, Marketing development and creation, production costs, costs for developing and monitoring a

home page on the Internet or an Internet-like service, and other costs relating to the Advertising Fund. We are not required to spend any amount on Marketing directly in Your Territory(ies), and We do not have any obligation to ensure that expenditures are or will be used equally in each region or that they will be equivalent or proportionate to contributions to the fund by other franchisees operating in any geographic area. We make no representations that Marketing expenditures will benefit You or any other franchisee directly, on a pro-rata basis, proportionally, or at all. We reserve the right to use Marketing Fund fees to solicit additional franchisees, not to exceed 20% of the total contributions to the fund. Additionally, We reserve the right to Include a notation in any Marketing or website indicating "franchises available" or similar phrasing. Any unused funds in the Advertising Fund in any calendar year will be applied to the following years' fund. You may request (in writing) an unaudited annual report of the previous year's Marketing expenditures once each calendar year.

10.2 Marketing Materials. We may provide You with physical copies of Marketing materials developed by Us from time to time. Additional physical copies will be made available at cost, plus 10%, plus shipping and handling.

10.3 No Marketing Materials Created by You. You are not allowed to develop Marketing or promotional materials.

10.4 Your Obligations to Advertise. You shall participate in all Marketing, email, texting, and other programs as developed and/or directed by Us, Including the collection of Customer Data and participation in using and promoting apps, as developed by Us. And You shall use all materials, mediums, and other information made available to You in doing so. Neither We nor You or other franchisees are restricted from Marketing Your Franchise Business in the Territory(ies). Except for the rights expressly given to You, there will be no limitation on Our rights to deal with potential or actual customers located anywhere. You are allowed to Market outside of Your Territory(ies), so long as You do not Market in another franchisee's territory, as more fully set forth in the Manuals.

10.5 Internet and Social Media You must strictly comply with Our policies and procedures regarding websites, Social Media sites, and Internet Marketing. We reserve the right to restrict Your use of these mediums in the future.

10.5.1 Use of the Internet. You may not create a website for Your Franchise Business or use or obtain a domain name consisting of all or any part of the Marks, or that would be confusingly similar to all or part of the Marks without Our prior written permission on behalf of Your Franchise Business or in any manner related to the Painter Bros® brand. However, We may permit You to place pre-approved information concerning Your Franchise Business on Our website or a subdomain, as developed by Us. Additionally, You cannot Market on the Internet, Including posting for resale, items on third party resale or auction-style websites such as eBay, Craigslist or Amazon without Our prior written permission. We have the right to manage and control all online reviews for Your Franchise Business. With Our prior approval, You may be allowed to register listing on sites such as Yelp.

10.5.2 Social Media We will own and control all Social Media related to the brand, but We may allow You to manage certain aspects of Social Media related to Your Franchise Business. In all cases, We will have administrative access, and access to account information, and any other information related to Your Social Media activities related to the Painter Bros brand. You cannot change any login/password information without Our prior written approval, and You must supply Us with all changed/updated login/password information. We have the right to remove or alter or require You to remove or alter any content We deem inappropriate or inconsistent with the Painter Bros brand. We reserve the right to restrict Your use of Social Media in the future. Additionally, You must sign the Digital, Social Media, Listings Assignment and Authorization attached as Exhibit "A-8."

ARTICLE XI
BREACH AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of its term if You breach this Agreement and fail to cure, if curable. If curable, You must cure all defaults within the times set forth below after receiving notice of default. If the default is one which is incapable of cure, Termination is effective as of the date of the notice of default and Termination.

No Cure Period:

A. Insolvency; Receivership; Levy or Foreclosure. You become insolvent or commit an act of bankruptcy or make a general assignment for the benefit of creditors or to an agent authorized to liquidate Your property or assets, or become or are adjudicated bankrupt, or voluntarily file a petition in bankruptcy or for reorganization or a bill in equity or other proceeding for the appointment of receiver of: (1) You; (2) Your Franchise Business; or (3) another custodian for Your Franchise Business or Operating Assets, is filed or consented to by You, or if a receiver or other custodian (permanent or temporary) of Your Operating Assets or property, or any part of them, is appointed by any court of competent jurisdiction, or the real or personal property of Your Franchise Business is old after levy by any sheriff, marshal, or constable, or a suit is filed to foreclose a lien or mortgage against any of Your Operating Assets and it is not dismissed within 30 days.

B. Repeated Breaches. You repeatedly breach (three or more times) the same or different conditions of this Agreement or the Manuals within a 12-month period.

C. Unauthorized Use. You duplicate the System or use Our Confidential Information or Intellectual Property other than in connection with the operation of Your Franchise Business and as authorized by Us.

D. Misrepresentations. You make any material misrepresentations relating to the acquisition of the Franchise Business, or Your misrepresentation to customers, Including deception relating to the source, nature, or quality of goods sold or services provided.

E. Abandonment. You abandon Your Franchise Business or You state or clearly demonstrate an intent not to operate the Franchise Business.

F. Unauthorized Transfer. You Transfer or attempt to make an unapproved Transfer of all or any part of this Agreement, Your Franchise Business, or any material portion of the property associated with Your Franchise Business, or an unapproved percentage of Your franchise entity, or You sublicense or attempt to sublicense to another any of the rights licensed to You hereunder without Our prior written approval.

G. False Reporting. You knowingly or intentionally conceal revenues, maintain false books, or records (Including purposely uploading or storing incorrect or incomplete information on a designated platform) or submit any false report or payment or otherwise defraud Us.

H. Crimes and Adverse Behavior. You commit or are convicted or plead guilty or no contest to, or enter into a plea in abeyance, stipulated order of continuance, or related agreement to a felony or a crime involving moral turpitude or dishonesty, or You engage in conduct or behavior that We believe is reasonably likely to have a material adverse effect on the System, the Marks, the goodwill associated therewith.

I. Unauthorized Competition. You fail to comply with the covenant not to compete during the term of this Agreement or intentionally or recklessly disclose or use Our Confidential Information or Intellectual Property in violation of this Agreement.

5-Day Cure Period:

J. Public Safety. Your maintenance or operation of Your Franchise Business results in a threat or danger to public health or safety or You fail to cure a health code or safety violation within 24 hours of an inspection by Us or the applicable government agency.

K. Unauthorized Closure or Relocation. Your Franchise Business ceases to operate for a period of five or more consecutive business days without Our prior written approval, which consent will not be unreasonably withheld or delayed or You operate Your Franchise Business outside Your Territory without Our prior written approval.

L. Failure to Use or Provide Access to a Designated Account; Failure to Allow an Inspection or Audit. You refuse to use, or to enable, or to allow Us access to Your Operating Account, an account for a designated platform or software, Social Media account, or branded email account; or You refuse to allow Us or Our designated representatives to conduct an inspection or audit; or You refuse to provide access to fully perform an inspection or audit.

M. Failure to Obtain or Maintain Insurance, Licenses, Certifications, Permits, Etc. You fail to obtain or maintain all required insurance, licenses, certification, permits, etc., for operating the Franchise Business or as required by Us.

N. Breach of Non-Disparagement. You make a negative, disparaging, false or misleading statements, published or made orally, in any form or medium about Us, Our officers, owners, partners, directors, members, managers, representatives, agents, employees, the brand, the System, Our products and services, or other franchisees and do not publicly disavow such statements, Including to the original audience.

15-Day Cure Period:

O. Failure to Pay. You fail to pay any Fee or an amount due to Us, any of Our affiliates, or other designated, approved or other suppliers or assigns, within the time specified for such payments by this Agreement, the Manuals or an agreement specifying the payment concerned.

P. Failure to Accurately Report. You fail to accurately report Your Gross Sales or fail to submit any reports or records required under this Agreement or the Manuals.

Q. Failure to Sign Transfer Documents. You and any transferees fail to sign all required documents related to the transfer of the Franchise Business.

30-Day Cure Period:

R. Owner Deadlock. Your Owners are engaged in a Dispute with one another (deadlock) that materially affects the operation of Your Franchise Business or that We reasonably believe will materially affect the operation of Your Franchise Business if left unresolved.

S. Other Breaches. Except as otherwise provided herein, You fail to comply with any other provision of this Agreement or the Manuals.

11.1.1 Adequate Assurance. When reasonable grounds for insecurity arise with respect to the performance of Your obligations under this Agreement, We may demand adequate assurance of due performance, and until We receive such assurance, We may reasonably suspend any performance of Our obligations. Failure to provide Us with adequate assurances within 30 days, when properly demanded, will be considered a default of this Agreement and no additional cure period will be granted.

11.2 Event of Default. In the event of any default by You, We will give You written notice of default specifying the default(s) and, if curable, state what You must do to cure the specific default(s) within the cure period. In the event of a default by You, all Our costs and expenses arising from such default(s), Including reasonable legal fees and reasonable charges for Our Personnel's time related to the default(s) must be paid to Us by You within 10 days following Our demand for payment. Notwithstanding anything to the contrary herein, We have the right, at Our sole discretion, to grant You an extended period of time to cure. Any such extension will not be construed as a waiver of Our rights in the future.

11.3 Failure to Cure. If You fail to cure any default within the time allotted, We may proceed to enforce any or all the following non-exclusive remedies in accordance with this Agreement, Our pursuit of any one remedy will not be deemed an election or waiver by Us to pursue any other additional remedies:

11.3.1 Our Pre-Termination Options. We have the right to: 1) suspend all services provided to You under this Agreement or otherwise, Including training, Marketing assistance, access to Our software platforms and accounts, and the sale of products and supplies; or 2) eliminate listing Your Franchise Business in any Marketing materials Including any directory listings, approved or published by Us, and Our principal website or Social Media platforms. We may continue taking these actions until You comply with the requirements of any default notice that We have sent You, and We acknowledge Your compliance in writing. The options in this Section 11.3.1 will have no effect on and will not release You from any obligation You owe to Us or to Our affiliates.

11.3.2 Actionable Claim. Bring an action or claim against You for the balance of any monies due hereunder, Including, penalties and interest as provided for in this Agreement and for all other damages sustained by Us as a result of Your breach of this Agreement. As part of any such action, We may accelerate and bring an action against You for the balance of any outstanding installment obligation due hereunder.

11.3.3 Injunctive Relief. Bring an action against You for temporary or permanent injunctions and orders of specific performance enforcing the provisions of this Agreement and otherwise stop You from engaging in actions prohibited hereby.

11.3.4 Termination. Terminate this Agreement and proceed to enforce Our rights under the appropriate provisions. Such Termination will be effective upon delivery of a notice of Termination to You without further action by Us.

11.3.5 Other Remedies. Seek any other remedy available to Us at law or in equity, Including lost profits.

11.4 No Right of Termination. Except as specifically provided herein, You may not terminate this Agreement. However, some states may allow You to terminate as permitted by state law.

11.5 Opportunity to Cure. Prior to taking any action against Us, You must first give Us 60 days' prior written notice and an opportunity to cure any alleged act or omission. If such act or omission cannot be cured within such 60-day period, and We are diligently continuing efforts to attempt to cure such alleged act or omission, You will give Us such additional time as is reasonably necessary to cure.

ARTICLE XII
TERMINATION AND EXPIRATION

12.1 Upon Termination of this Agreement for any reason, You will immediately cease to be Our franchisee and shall:

12.1.1 Payments Due. Immediately pay for all product purchases, Fees and other obligations owed or accrued to Us, Our affiliates or designated suppliers.

12.1.2 Cease Use. Not hold Yourself out as a Painter Bros® franchisee or business and immediately and permanently cease to Market or in any way use Our Intellectual Property or Confidential Information, provided by or licensed to You by Us or in any way connected with the Franchise Business or System.

12.1.3 Disassociation. Within 10 days of Termination, take all necessary steps to disassociate Yourself from the System and Your Franchise Business, Including the removal of signs, destruction or removal of letterheads, Marketing material, the change of Your Franchise Business telephone listings, telephone numbers, email addresses, URLs, Internet websites, and any other property that bears Our brand or is affiliated with Our brand. All such property and listings, excluding Your operating assets and inventory that are associated with and considered part of Our brand, Intellectual Property, and System revert back to Us upon Termination of this Agreement. If any of Your Operating Assets and inventory bear Our brand and Marks to Our System, You must take the steps necessary to dissociate it all from Our brand, Marks, and Intellectual Property. You shall assist Us to assign, transfer, or disconnect (at Our option) the telephone listing, telephone numbers, Marketing accounts, email addresses, URL's, Internet sites, web pages, and Social Media to Us. If You fail or refuse to do so, the telephone company, URL and hosting companies, and other listing agencies may accept this Agreement as evidence of Our exclusive rights in and to such telephone number(s), Internet websites, URL's, email accounts, and Social Media and listing and its authority to direct their transfer. You hereby appoint Us as Your attorney-in-fact for the above transfers, which appointment is coupled with an interest. You must not identify any present or future business owned or operated by You as having been in any way associated with Us or the System.

12.1.4 Cancel DBA. Within 10 days of Termination, take such action as will be necessary to amend or cancel any assumed name, fictitious or business name or equivalent registration, which contains any Mark of Ours or in any way identifies You as being affiliated with Our System.

12.1.5 Notify Suppliers; Communication with Customers. Immediately notify all suppliers, utilities, creditors, and concerned others that You are no longer affiliated with Us or the System and provide proof to Us of such notification. All communications with customers and clients of the Franchise Business must be pre-approved by Us, and We can require that all such communication be handled by or through Us. We also have the right to communicate directly with all customers and clients of the Franchise Business.

12.1.6 Return Materials. At Your cost, permanently delete electronic copies and return to Us by first class prepaid United States Mail, (Including originals and any copies), physical copies of Our Manuals, all training materials, Marketing materials and all other printed and electronic materials and any other Confidential Information obtained by You from Us pertaining to the operation of Your Franchise Business.

12.1.6.1 Modification of Service Vehicles. If We do not exercise Our right to purchase Your Operating Assets, then You must remove all vehicle wraps and make modifications to Our satisfaction, so that Your vehicles will be easily distinguished from the standard or common appearance of a Painter Bros® business. We may hire a third-party or use Our own Personnel to de-identify Your vehicles.

12.1.7 Customer Data. To the extent We do not have access, You shall provide Us with (and then permanently destroy) all Customer Data of the Franchise Business.

12.1.8 Evidence of Compliance. Furnish evidence satisfactory to Us or in the manner required by Us of Your full compliance with this Section 12.1 within 15 days after the Termination of this Agreement or on the timeline We may provide at Termination.

12.1.9 Financial Inspections. You must provide Us with access to all Your financials, books, and other accounting records for 12 months following the date of Termination.

12.1.10 Pay Damages and Costs. You shall pay to Us all costs, damages and expenses, Including post-term expenses and reasonable attorney's fees incurred by Us to enforce the provisions of this Agreement, Including to obtain injunctive or other relief to enforce any provision of this Agreement, and

Including expenses incurred to hire a third-party or to use Our own Personnel to carry out Your obligations on Your behalf.

12.2 Upon Termination of this Agreement, for any reason:

12.2.1 No Compensation. No payment is due to You from Us or any source on account of any goodwill, intangible assets or other equity claimed by You arising from or relating to Your operation or ownership of Your Franchise Business, or otherwise. All goodwill connected in any way with Your Franchise Business or the System belongs now and, in the future, exclusively to Us.

12.2.2 No Refund. No Fees, charges, or other payments of any kind from You to Us are refundable in whole or in part.

12.2.3 No Equity. You will have no equity or other continuing rights to use the System, Confidential Information, Intellectual Property, or goodwill of the Franchise Business.

12.3 Survival of Provisions. All provisions of this Agreement, which by implication apply following the Termination of this Agreement are enforceable following Termination of this Agreement, Including Your obligation to indemnify Us and pay all amounts owed and Your obligations to dissociate from Our brand. You shall also still be bound to the confidentiality, brand protection, indemnification, non-disparagement, non-competition, non-solicitation, arbitration and dispute resolution, choice of forum and law selections clauses and other restrictions of this Agreement that have terms or duties owing after Termination of this Agreement.

12.4 Early Termination Liquidated Damages. If this Agreement is Terminated, other than for an approved Transfer, non-renewal or mutual termination, in addition to other remedies available under this Agreement, We will be entitled to liquidated damages, not as a penalty, and solely to compensate Us for lost future royalties. You and We recognize the difficulty of calculating damages caused by lost future recurring royalty, but nevertheless recognize and agree that such damages could arise, and You and We hereby agree to the formula listed on Exhibit “A-3” as a compromise on the calculation of such damages. You and We agree that such amount will be reduced to the present value of such payments as of the date of Termination utilizing an interest rate of 5% compounded annually. You agree that this Section 12.4 does not give Us an adequate remedy at law for any other default under, or for the enforcement of, any provision of this Agreement other than lost royalties and does not represent a price for the privilege of not performing, nor does the payment represent an alternative manner of performance. Accordingly, as a purely liquidated damages provision, this Section 12.4 does not preclude and is not inconsistent with a court granting Us specific performance or any other equitable remedies, such as an injunction, to prevent future breaches. You must pay this amount within 10 days of Termination.

12.5 Cumulative Rights. Our rights provided above are cumulative and in addition to any other right or remedy available at law or in equity.

ARTICLE XIII
PURCHASE OPTION

13.1 Purchase Option. Upon Termination of this Agreement, You hereby grant to Us the right to:

13.1.1 Acquisition of Assets. Acquire, in Our sole discretion, all or any part of Your Operating Assets at the then-existing fair market value of such item or items as of the date of Termination of this Agreement. You hereby grant Us permission to speak directly with Your landlord and other creditors, Including suppliers, banks, the IRS and state agencies (and You will cooperate with Us to facilitate such communication), regarding any loans and/or liens or obligations that would encumber Your Operating Assets. If the fair market value is not agreed to between us, the fair market value will be established by an independent appraisal. The appraisal will be done at Our expense by an appraiser selected by Us. No goodwill will be considered associated with Your Franchise Business or said items. We must exercise this

option within 60 days of Termination or within 15 days of the establishment of the price of the Operating Assets, whichever is later ("Option Period") by giving written notice to You of Our intent to exercise Our option to purchase. The purchase of any of Your Operating Assets will be done through an asset purchase agreement. We have the right to use Your assets during the Option Period, and in such case, We will pay You the fair market value of such use. If We have not notified You of Our election to exercise this option within the Option Period, it will be conclusively presumed that We have elected not to exercise Our option, and You are then free to sell or transfer such assets to any person or entity on such terms as You may so choose, so long as the Operating Assets have been de-identified as set forth herein. We have the right to offset any amounts You owe to Us against the purchase price. If any of the Operating Assets are subject to liens or taxes, We may also withhold a portion of purchase price to pay off such lien or taxes owing. We may also withhold 25% of the purchase price for 90 days to ensure that all other liabilities affecting the Operating Assets are paid.

13.1.2 Warranties. The purchase contract for the Operating Assets, as set forth in Paragraph 13.1.1 above, will include standard representations, warranties, covenants and indemnities from You as to the Operating Assets being purchased, Including warranties of good title, absence of liens, compliance with laws, absence of defaults under contracts, litigation and tax compliance.

ARTICLE XIV
SALES OR TRANSFERS OF THE FRANCHISE

14.1 Our Right of Assignment. You acknowledge that We maintain a staff to manage and operate the System and that staff members can change as Our Owners, directors, officers, and Personnel come and go. You represent that You have not signed this Agreement in reliance on any shareholder, director, officer, or Personnel remaining with Us in that capacity. This Agreement and all rights and obligations hereunder are fully assignable and transferable, whether in part or whole, by Us, and if so assigned or transferred, will be binding upon and inure to the benefit of Our successors and assigns, and We will no longer have any performance or other obligations under this Agreement. We may be sold, or We may sell any part of or all Our Confidential Information and/or Intellectual Property or other assets to a competitive or other entity. In addition, We may go public, may engage in a private or other placement of some or all Our securities, may merge, acquire other entities or assets which may be competitive with the System or not, be acquired by a competitive or other entity, and may undertake any refinancing, leveraged buy-out or other transaction, Including arrangements in which: 1) the territories, locations, or other facilities are, or are not, converted to the System or other format or brand (Including using the System or Mark), or 2) the System is converted to another format or brand, maintained under the System or a different system. You shall fully cooperate with any such proposal, merger, acquisition, conversion, sale or financing. However, during the term of this Agreement, We will not re-brand any such businesses that are located inside Your Territory by allowing them to use the Marks.

14.2 No Assignment by You Without Our Approval. This Agreement is personal as to You and is being entered into in reliance upon and in consideration of Your qualifications and representations, Including representations of all current Owners. Therefore, none of Your Franchise Assets may be Transferred in any manner by You or anyone else unless Our prior written approval is obtained and consummated by signing a consent agreement as approved by Us. You shall provide Us with all documentation relating to the Transfer of Your Franchise Assets. Said approval will not be unreasonably withheld but will be conditioned upon Our satisfaction with the qualifications set forth in Section 14.3 below of the proposed transferee and its owners and officers. Any such Transfer without Our written approval is considered void ab initio.

14.3 Minority Interest Transfers. If a proposed Transfer is for less than 40% of Your entity (cumulative during the term of this Agreement), there will be no transfer Fee, there will be no Transfer Fee, but You must reimburse Us Our legal and corporate fees incurred related to the Transfer, and We will not be entitled to exercise Our right of first refusal set forth in Section 14.9 below. Each ownership certificate of a corporation or limited liability company franchisee must have endorsed upon its face that a Transfer is subject to the restrictions of this Agreement. Additionally, any new Operating Principal and other Personnel

are required to complete the necessary training by Us. Any new owner, with a direct or indirect ownership of 10% or more in Your Franchise Business or Your entity, is required to sign Our then-current form of the Guaranty and Assumption of Obligations attached as Exhibit "A-7" hereto. Furthermore, all applicable provisions of Section 14.8 below apply to minority interest Transfers as well.

14.4 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees, Including the net worth, financial resources, credit worthiness, health, background, training, personality, reputation, and business experience of the proposed transferee, Including that of the new Operating Principal, the terms and conditions of the Transfer, and any circumstances that would make the Transfer not in the best interests of Us or the System, Including the proposed purchase price. We may meet and candidly discuss all matters relating to Your Franchise Business with the potential transferee, Including providing a proposed transferee with corrected information or information in addition to what You have provided. In no case will You or a proposed transferee rely on Us to review or evaluate any proposed Transfer.

14.5 Application for Transfer. You must provide Us written notice of Your intent to Transfer prior to listing offering part of the Franchise Assets for sale, or Upon any proposed Transfer of Your Franchise Assets, or any interest therein. You must also submit to Us an application in the form specified by Us on behalf of the proposed transferee.

14.6 Deposit and Transfer Fee. In consideration of Our reviewing the proposed Transfer, You shall pay to Us a non-refundable deposit of $1,000. Additionally, if the Transfer is approved, You shall pay Us the non-refundable Transfer Fee listed in Exhibit "A-3" at the time the consent to transfer agreement to approve of the Transfer is fully executed by all applicable parties. If the Transfer is approved, the deposit will be applied towards the Transfer Fee.

14.7 Involuntary Transfers Void. Involuntary Transfers of this Agreement by You, such as by legal process, are not permitted, are not binding on Us and are grounds for termination of this Agreement. Using this Agreement as security for a loan or otherwise encumbering this Agreement is prohibited unless We specifically consent to any such action in writing prior to the proposed transaction. You cannot grant a sub-franchise under this Agreement nor otherwise seek to license or permit others to use this Agreement or any of the rights derived by You under it. Any attempt to Transfer any part of the Franchise Assets, whether or not binding on Us, will be grounds for the immediate Termination of this Agreement unless such Transfer is authorized in writing by Us.

14.8 Conditions of Transfer. Prior to the effective date of Transfer of any part of Your Franchise Assets and as a condition for Our approval of any Transfer:

14.8.1 Compliance. You must be in full compliance with this Agreement and not be in default hereunder, and You must comply with Our procedures related to a Transfer as set forth in the Manuals. All accounts payable and other monetary obligations to Us or Our affiliates or subsidiaries must be paid in full. You must have submitted to Us all required reports, financial statements and other documents.

14.8.2 Franchisee Application; Written Proposal. The transferee must complete and submit all application documents required by Us from prospective franchisees at the time of Transfer and be approved in writing by Us. The terms and conditions of the proposed Transfer must be provided in writing to Us within the time frames specified by Us. The price and other proposed terms of the Transfer must not, in Our reasonable business judgment, negatively impact the future viability of the Franchise Business. If any part of the sale price is financed, You must agree that all obligations of the transferee under any promissory note, other payment agreement, or financing statement will be subordinate to the obligations of the transferee to pay the Fees owing to Us and Our affiliates pursuant to this Agreement.

14.8.3 Assumption of Obligations. All Your obligations in connection with the Franchise Asset must be assumed by the transferee, in a form acceptable to Us, and the transferee(s) must provide the required personal guarantees. See Section 6.3 above.

14.8.4 New Franchise Agreement; Updates; Consent. At Our discretion, the transferee must sign an addendum to the current franchise agreement, or the then-current form of the franchise agreement for a term equal to the remaining term of this Agreement, the remaining term of the existing Lease, or the term set forth in the then-current franchise agreement, or for minority interest transfers, You and We must amend this Agreement and its exhibits as necessary to reflect the change in ownership. The transferee must also fully Update the Franchise Business to the level required of new franchisees. Additionally, You must sign the appropriate paperwork to consummate Our consent to the Transfer.

14.8.5 Training. Unless We have previously trained the transferee, the transferee must pay for and complete the training or certification program required of new franchisees. The Fee for this training is listed in Exhibit "A-3." The transferee will also be required to cover all applicable travel, lodging, food, and other expenses during training. You and the transferee and We must coordinate on the timing of training, so that the Franchise Business does not have a gap in properly trained management.

14.8.6 Transfer Fee. You shall pay the transfer Fee set forth in Exhibit "A-3" or reimburse Our legal fees for minority interest Transfers as set forth in Section 14.6 above.

14.8.7 General Release. You must execute a general release releasing Us of any claims You may have against Us.

14.8.8 Survival of Covenants. Your non-competition, indemnity confidentiality obligations, provisions relating to dispute resolutions, and other applicable terms of this Agreement, will survive any Transfer.

14.9 First Right of Refusal.

14.9.1 Right of First Refusal. You hereby grant to Us the right of first refusal to purchase Your Franchise Assets on such terms and conditions specified in a bona fide written offer from a third party, who would satisfy the criteria for approval under Section 14.4. You must notify Us in writing of the terms and conditions of the Transfer, Including the Franchise Assets proposed to be Transferred, the purchase price or other consideration, any creditor financing terms being extended by You, the date of the proposed Transfer, and all other pertinent provisions of the proposed Transfer. In addition, a copy of any contract, agreement, memorandum of sale, deposit receipt, letter of intent and the like, must also be forwarded to Us as soon as it is signed by You. Following receipt of all pertinent data and documents concerning the proposed Transfer, concerning Your Franchise Business, Including financials, Personnel information, Lease information, etc. requested by Us from You, We will have 30 days to advise You in writing of Our election to have the Franchise Assets transferred and assigned to Us on the terms and conditions agreed to by the prospective transferee. Our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration Includes promissory notes, We or Our designee may provide promissory notes with the same terms as those offered by the proposed transferee). Should We elect to purchase the Franchise Assets proposed to be Transferred pursuant to Our right of first refusal, You and We agree to cooperate to accomplish the Transfer as set forth in the provisions submitted to Us by You, provided that the date for the completion of the Transfer can be extended at Our option for up to 30 days beyond the date originally indicated for the completion of the Transfer in order to allow the completion of the transaction in a manner more convenient to Us. We have the right to offset any amounts You owe to Us against the purchase price.

14.9.2 Non-Election of Rights. If We do not elect to purchase the Franchise Assets proposed to be Transferred, You may complete the proposed Transfer on the terms and conditions set forth in Your notice to Us subject to Our right to approve the proposed transferee and the terms and conditions set forth under this Article. However, if there are any material changes in the terms and conditions of the proposed Transfer, and any of those changes are more favorable to the purchaser, You must notify Us of the changes in writing, and We will have an additional 10 days to elect to purchase the Franchise Assets proposed to be Transferred on the revised terms and conditions. If the proposed Transfer is not completed for any

reason after We elect not to purchase the Franchise Assets being Transferred, a new right of first refusal commences as to any subsequent proposed Transfers by You. Additionally, if Your Franchise Business is not Transferred to such third-party within five months after We elect not to purchase the Franchise Assets, You must re-offer the Assets to Us before You may Transfer to an approved third-party. We have no obligation to purchase Your Franchise Assets.

14.10 Death or Incapacity and Interim Management. In the event of the death or incapacity of an individual franchisee or the majority owner of the franchisee entity (the term "incapacity" means any physical or mental infirmity that prevents the person from performing his or her obligations under this Agreement: (i) for a period of 60 or more consecutive days, or (ii) for 100 total days during a calendar year, the heirs or personal representative will have the right to continue Your Franchise Business; for no more than 180 days after such death or incapacity (or such longer period required by the laws of the state where Your Franchise Business is located) the heirs appoint a representative to act on behalf of the heirs in all matters pertaining to Your Franchise Business as provided for a new Operating Principal, designated managers, or franchisee, Including the requirements to have the representative trained and accepted by Us in accordance with Our standards. The heirs or personal representatives, instead of operating Your Franchise Business themselves under the foregoing procedures may choose to Transfer Your Franchise Business. If a decision to Transfer is made, the Transfer procedures explained above will apply. If We are required to operate Your Franchise Business for a time due to death or incapacity, or as otherwise allowed under this Agreement, the provisions of Paragraph 6.2.3 above will apply.

14.11 Assumption of Obligations. The parties agree that in the event a court of competent jurisdiction orders You to Transfer to Your spouse, domestic partner, or a third party all or any part of Your Franchise Assets, such an order will constitute a Transfer of this Agreement and will cause the transferee to be subject to all the terms and conditions concerning Transfers set forth herein above.

14.12 Acquisitions. If We receive an offer to acquire a majority of the franchises or to purchase a majority of Our assets or stock, or to merge or go public or similar transactions, We have the option, but not the obligation, to purchase all Your rights and interests in and under this Agreement and Your Franchise Business using the same valuation method used to value Us and Our affiliates that are part of the transaction. The purchase price will not Include compensation for any successor term or goodwill. All goodwill belongs to Us. If the purchase option is exercised, You will execute a general release to Us. We will close Our purchase and make payment within 120 days after closing or as soon thereafter as reasonably practical.

14.13 Transfer for Convenience of Ownership. If You are an individual or individuals, You may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership, provided you give Us 15 days' prior written notice to Us, and if, prior to the Transfer: 1) Franchisee provides copies the entity's charter documents, by-laws (or operating agreement), ownership interests of the owners, and similar documents, as We may request for Our review to verify ownership and control of the entity, and 2) You own all voting securities of the corporation or limited liability company. Additionally, You and the new entity must sign an assumption and assignment agreement in the form required by Us, whereby the transferee assumes all obligations of this Agreement. Any Owner with a direct or indirect ownership of 10% or more in Your entity is required to sign Our then-current form of the Guaranty and Assumption of Obligations. See Exhibit "A-7." There is no Fee for this kind of Transfer, but You must reimburse Our legal fees to complete the Transfer within 10 days of notice to You.

ARTICLE XV
RELATIONSHIP OF THE PARTIES

15.1 Independent Contractors. In all matters, You are an independent contractor. Nothing in this Agreement or in the franchise relationship constitutes You as Our partner, agent, employee, joint employer, or joint venturer with Us, and this Agreement does not create a fiduciary relationship between You and Us. Neither party is liable for the debts, damages, losses, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, errors or omissions of the other. You are solely

responsible for the management and control of Your Franchise Business, Including its daily operations, managing and directing Personnel, contractors, and salespersons and paying all costs and expenses of Your Franchise Business. The parties agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify each other for any liability, cost or expense, Including attorneys' fees, incurred by either of them for any act, omission, finding or result to the contrary. None of Your Personnel will be deemed to be Our Personnel and each Personnel will be so notified by You. Neither party has the authority to act as agent for the other, and neither You nor We guaranty the obligations of the other or in any way become obligated for the debts or expenses of the other unless agreed to in writing. You agree to post promptly and maintain any signs or notices specified by Us or by applicable law indicating the status of the parties as described above.

15.2 Indemnification. You shall defend, indemnify, and hold Us harmless from and against any and all losses, liabilities, damages, costs and expenses whatsoever, Including reasonable attorneys' fees arising out of or related to, or in any way connected with You or Your acts, errors, negligence, or omissions in the operation of Your Franchise Business or Your Franchise Business generally, Including any allegation that You are Our employee, or that We are a joint employer or otherwise responsible for the acts or omissions relating to Your Personnel. You agree not to file any crossclaim or counterclaim against Us for any action made by a third-party or make any response that would infer or represent that We are liable as a party or defendant to any action that is contrary to this Section. This Agreement and the terms in this Article and related terms in this Agreement is a bona fide defense to any claim You may contradictorily make against Us as to Our liability or proportion of fault. You shall bear all costs to defend Us from claims raised by a third party. If We incur any costs or liabilities to any third-party, You shall reimburse Us for costs associated with Our defense to those claims. Alternatively, We have the right to defend any such claim against Us by employing counsel of Our choice, subject to full reimbursement of all legal fees by You. We will use Our reasonable efforts to cooperate with You in any litigation, judicial or administrative proceeding to avoid duplication of time, effort or expenditure to the greatest extent possible without compromising Our interest in such matter. You are not required to indemnify Us for liability caused by Our willful misconduct, gross negligence, strict liability, or fraud. This indemnity will continue in full force and effect subsequent to and notwithstanding the Termination of this Agreement.

ARTICLE XVI
COVENANT NOT TO COMPETE

16.1 In-Term Covenants. During the term of this Agreement and for any extensions or Successor Franchises hereof, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever or have any interest in a Competing Business in any capacity, territory, or location, except with Our prior written consent. Your Principals must each execute the standard Brand Protection Agreement attached as Exhibit "A-4."

16.2 Confidentiality. During the term of this Agreement and any extensions or Successor Franchises hereof, and at any time after the Termination of this Agreement, You and those over whom You have control shall not make any unauthorized disclosure or use of Our Confidential Information or Intellectual Property other than as authorized by this Agreement. You shall adopt and implement all reasonable procedures to prevent unauthorized use or disclosure of Confidential Information and Intellectual Property, which procedures may be prescribed from time to time by Us. You shall never contest the validity of Our exclusive ownership of and rights to Our Intellectual Property or Confidential Information. Without limiting the foregoing, any communication (email, paper, etc.) from Us to You cannot be forwarded to another email account You control or share, or forwarded to anyone, Including Your Personnel, without first receiving Our express written consent.

16.2.1 Prior Disclosures. You acknowledge and agree that prior to the execution of this Agreement, You may have received information and met and corresponded with Our principals, agents and/or representatives and that any such Confidential Information obtained or received is subject to the protection and restrictions of this Agreement.

16.2.2 Confidentiality of this Agreement. You agree that all terms of this Agreement that are not otherwise made public under franchise disclosure laws will remain confidential, and You shall not make any public announcement, issue any press release, publicize, make any confirmation of statements made by third parties concerning the terms of this Agreement, or make any other disclosures without Our prior written consent. It is agreed and understood that You may disclose the confidential terms of this Agreement only to Your professional lenders, advisors, and government authorities.

16.3 Post-Term Covenants. Upon Termination for any reason of this Agreement, and any extensions thereof, or upon any Transfer or repurchase of Your rights hereunder and for a continuous, uninterrupted period of three years thereafter, neither You, Your Principals, nor Your Immediate Family shall, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity, territory, or location within Your former Territory(ies) or within 30 miles of Your former Territory(ies) or within 20 miles of any other Painter Bros® outlet in operation or development at the time of Termination or Transfer of this Agreement.

16.4 Non-Solicitation of Customers. During the term of this Agreement and for three years after the Termination of this Agreement, You, Your Principals, and Your Immediate Family shall not, directly or indirectly, contact any customer serviced by Your Franchise Business, a prospective customer, or any former or then-current customer of Ours (with whom You had contact during the term of this Agreement) for the purpose of soliciting any such customer to a Competing Business. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

16.5 Survival of Covenants; Tolling of Covenants. The foregoing covenants survive the Termination of this Agreement and apply regardless of whether this Agreement was Terminated by lapse of time, by default of either party, or for any other reason. In addition to other remedies available to Us, in the event You violate a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of Your violation.

16.6 Acknowledgement of Harm. You acknowledge that Your violation or breach of the covenants and provisions of this Article is likely to cause substantial and irreparable harm to Us and the System. The existence of any claims You may have against Us, whether or not arising from this Agreement, will not constitute a defense to Our ability to enforce the covenants set forth in this Article.

16.7 Enforceability. It is the desire and intent of the parties to this Agreement that the provisions of this Article be enforced to the fullest extent permissible under applicable laws. If any of the restrictions of this Article are determined to be unenforceable because of duration, scope or coverage or otherwise, then We have the right in Our sole discretion to reduce the scope of any covenant set forth above or any portion thereof, without Your consent, effective immediately upon receipt by You of written notice thereof; which modified covenant will be fully enforceable notwithstanding any other provision of this Agreement.

16.8 Immediate Family. You acknowledge and agree that the restrictions on Your Immediate Family is necessary because Your disclosing Our Confidential Information or Intellectual Property to Immediate Family or assisting Immediate Family in a Competing Business could potentially circumvent the purpose of this Agreement, and You also acknowledge that it would be difficult for Us to prove whether You disclosed Our Confidential Information or Intellectual Property to Immediate Family or assisted Immediate Family in a Competing Business.

ARTICLE XVII
DISPUTE RESOLUTION

17.1 Quick Resolution. You and We understand that there is always a possibility of differences of opinion or other disagreements in any business relationship and agree that it is important to resolve any Disputes amicably, quickly, inexpensively, and professionally and to return to business as soon as possible.

17.2 Manner of Handling Disputes. In the event any Dispute arises between Us and You in connection with, arising from, or with respect to, any provision hereof, the relationship created herein, or the validity of this Agreement, or the offer and sale to You, such Dispute will be handled as set forth below. All aspects of settlement, negotiations, mediation, etc., will be treated as confidential, may not be disclosed to others, and may not be offered or admissible in any other proceeding or legal action whatsoever.

17.2.1 Face-to-Face Meeting. First discussed in a face-to-face meeting between You and Us in Salt Lake City, Utah, or at Our then-current headquarters (or via video conference at Our election), and within 30 days after either You or We give written notice to the other proposing such a meeting. We have the right, in Our sole discretion, to waive this requirement.

17.2.2 Mediation. If, in the opinion of either You or Us, the face-to-face meeting has not successfully resolved such Dispute, and if desired by either You or Us, the Dispute will be submitted to non-binding mediation. Mediation will be administered by the American Arbitration Association ("AAA") under its then-current Commercial Mediation Procedures ("Mediation Procedures") and before a mediator mutually agreed upon between the parties. If the parties are not able to agree on a mediator, the mediator will be chosen by AAA. If at any time the AAA is not providing mediation services or such services are unavailable, the parties shall mutually agree to the mediator. The mediation will be conducted exclusively in Salt Lake City, Utah. On election by either party, arbitration as provided below may proceed forward at the same time as mediation. The mediator will be disqualified as a witness, consultant, expert, or counsel for any party with respect to the Dispute and any related matters. Mediation will not defer or suspend Our exercise of any right, Including Termination rights under Article XI.

17.2.3 Arbitration. If in the opinion of either You or Us the mediation has not successfully resolved such matters, at the request of either You or Us, the Dispute will be submitted for arbitration to AAA in accordance with its commercial arbitration rules in effect. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah. The arbitrator will have the power and jurisdiction to decide such Dispute solely in accordance with the express provisions of this Agreement. The arbitrator will render a written opinion setting forth the facts found, law applied and reasons for the decision.

(i) Arbitration Procedures. In any arbitration, the parties will be entitled to specific performance of the obligations under this Agreement. The arbitrator may award or otherwise provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships and other pre-judgment, equitable and/or interim relief as appropriate pending final resolution by binding arbitration of a Dispute, as well as in connection with any such final resolution, and may issue summary orders disposing of all or part of a Dispute at any point. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction. Any arbitration award in violation of this provision will be vacated by the arbitration appeal panel (described below) and/or any court having jurisdiction. The arbitrator will have the power to order compliance with such discovery procedures, as well as assess sanctions for non-compliance with any order. Any procedural or evidentiary issues that are not covered by the federal arbitration act or this Agreement, will be supplemented by the federal rules of civil procedures and evidence, limited to the arbitration restrictions and procedures. The arbitrator, and not a court, will decide any questions relating in any way to the parties' agreement or claimed agreement to arbitrate, Including a claim for fraud in the inducement or otherwise. Each party must submit or file any Dispute that would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceedings as the Dispute to which it relates. Any such Dispute that is not submitted or filed in such proceedings will be forever barred. The award and findings of the arbitrator will be conclusive and binding upon all parties hereto and the judgment upon the award may be entered in any court of competent jurisdiction.

(ii) Discovery. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Paragraph. The parties must exchange the following information within 20 days of the appointment of the arbitrators without further order from the arbitrators. The parties must exchange the name and, if known, the address and telephone number of each individual likely to have information

regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of another party to the Dispute. The disclosure must Include any witness anticipated for impeachment or rebuttal. The identifying party must identify the subject(s) on which the witness may provide testimony. The parties must also disclose and provide a copy of all documents, data compilations, and tangible things that are in the possession, custody, or control of the party regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of the other party. Each party may submit in writing to the other party, and the other party will respond to a maximum of any combination of 25 (none of which may have subplots) additional interrogatories, demands to produce documents, and requests for admission. You and We are also entitled to take the oral deposition of up to two individuals of the other party. Additional discovery may be permitted upon mutual agreement of the parties or compelled at the discretion of the arbitrator if petitioned by either party.

(iii) Individual Disputes. Any Dispute must be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiffs, or similar basis between You and Us and will not be consolidated with any other arbitration or court proceeding involving Us and any other party. You agree thereby waive any right You may have to any potential class action claim and agree that any legal action will only be on an individual party basis.

(iv) Agreed Limitations. Except for payments owed by one party to the other, or claims attributable to Your underreporting of sales, indemnification under Article XV, any legal action or arbitration proceeding (Including the offer and sale of a franchise to You) brought or instituted with respect to any Dispute hereunder must be brought or instituted within 12 months from the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; provided that no claim may be brought more than 24 months after the first act or omission giving rise to an alleged claim. The initiation of mediation or arbitration hereunder will toll the applicable statute of limitations for the duration of any such proceedings.

(v) Limited Damages. You and We waive any right or claim of any consequential, punitive, or exemplary damages against each other and agree that in the event of a Dispute between You and Us, each will be limited to the recovery of actual damages sustained except for breach of the Intellectual Property covenants set forth in Article III herein. Additionally, notwithstanding the above, nothing will be construed to limit Our ability to collect liquidated damages.

(vi) Exceptions to Arbitration. You and We agree that nothing in this Agreement obligates Us to arbitrate or mediate Disputes or issues relating to: (a) the validity of the Marks, or any trademarks, service marks or other Intellectual Property; (b) rights to obtain a writ of attachment or other prejudgment remedies; (c) rights to receive and enforce a temporary restraining order, preliminary injunction, permanent injunction or other equitable relief; or (d) Disputes solely for Fees and other monies owed by one party to the other under this Agreement.

(vii) Appeals. If any party to an arbitration wishes to appeal any final award by an arbitrator (there will be no appeal of interim awards or other interim relief), that party can appeal, within 30 days of such final award, to a 3-person arbitrator panel to be appointed by the same organization as conducted the arbitration to be held exclusively at the same location as specified above. The issues on appeal will be limited to the proper application of the law to the facts found at the arbitration and will not Include any trial *de novo* or other fact-finding function. The party that requests the appeal must pay all costs and fees of the arbitrators and arbitration proceedings, subject to reimbursement as set forth below.

(viii) Sharing of Fees. Except for an appeal, the parties to the Dispute or action will share the fees and expenses of the mediation and the arbitration equally during the mediation and arbitration, that party will be in default of this Agreement, and if not cured within five days of written notice, the non-defaulting party will have the following options: 1) to proceed directly to arbitration without mediation or proceed to litigation if the failure is to pay arbitration fees; or 2) to cover the costs of the mediator or

arbitrator. Nonetheless, the prevailing party in arbitration, Including on appeal, will be awarded costs and attorneys' fees as set forth in Section 19.3 below.

(ix) Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced, and You and We will rely on federal preemption under the Federal Arbitration Act.

17.3 Continued Performance. During the pendency of any Dispute or any such interim relief proceeding, the parties shall continue to perform their respective obligations under this Agreement.

ARTICLE XVIII
NOTICES

18.1 Notices. All notices permitted or required under this Agreement must be in writing and delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by sending an email to the email address below other verified email address when confirmed by receipt verification, which verification will not be withheld or otherwise denied; or (iv) by certified or registered mail, return receipt requested, addressed as follows:

FRANCHISOR:	FRANCHISEE:
Painter Bros Franchising, LLC 2000 W. Ashton Blvd., Ste. 375 Lehi, Utah 84043 (or Our then-current headquarters) Email: INFO@PAINTERBROS.COM With a courtesy copy to (which will not act as notice or service to Franchisor): The Franchise & Business Law Group Attn : Christian Thompson 222 South Main Street, Suite 500 Salt Lake City, Utah 84101 Email: CTHOMPSON@FBLGLAW.COM	_____ _____ _____ Email:_____

18.2 Delivery. If You refuse or fail to accept any certified or overnight delivery, acceptance will be deemed to have occurred 48 hours after rejection or failure to accept such notice. Any notice delivered by mail in the manner herein specified will be deemed delivered and received three days after mailing.

18.3 Listed Addresses. The address specified herein for services of notices may be changed at any time by the party making the change by giving written notice to the other party by certified mail or as otherwise agreed by You and Us. Any notice to You may be delivered to the address set forth above or to the address of Your Franchise Business or office.

ARTICLE XIX
CONSTRUCTION AND JURISDICTION

19.1 Governing Law. Except as provided in Section 19.5, this Agreement will be governed, construed and interpreted in accordance with the laws of the state of Utah without giving effect to its conflicts of law provisions. You and We agree that the provisions of this Agreement will control the state or provincial laws by which this Agreement will be governed and any provisions of state or provincial law to the contrary or any statements in Our franchise disclosure document or otherwise required as a condition of registration or otherwise. If the governing law requires terms other than or in addition to those in this Agreement, then

such terms will be deemed incorporated herein but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect.

19.2 Jurisdiction. In order to facilitate our joint interests in having franchise issues determined in a consistent manner for application throughout the System, without in any way limiting or otherwise affecting Your and Our obligations regarding mediation and arbitration in accordance with the provisions of Article XVII, if there is any litigation between us, You and We hereby irrevocably consent to the exercise of general personal and subject matter jurisdiction in the courts of record of the state of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and You and We agree that Salt Lake City, Utah will be the exclusive venue for any litigation between Us and You. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Utah.

19.3 Costs and Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to reasonable attorneys' fees and other costs reasonably incurred in such action or arbitration or litigation proceeding. The costs of mediation will also be awarded to the prevailing party in arbitration or litigation, if applicable. For purposes of this Agreement, "prevailing party" Includes the party which obtains a judgment in their favor or agrees to dismiss an action or proceeding upon the other's payment of sums allegedly due or performance of the covenants allegedly breached, or which obtains substantially the relief sought. Reimbursement is due within 30 days of written notice after prevailing.

19.4 No Jury Trial. You and We waive, to the fullest extent permitted by law, all rights to trial by jury in any action or Dispute, whether at law or in equity, brought by either party.

19.5 Exception. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1 Et. Seq.) and the United States Trademark Act (Lanham Act, U.S.C § 1051 Et. Seq.) will apply to this Agreement and the relationship of the parties and preempt any state law to the contrary.

ARTICLE XX
MISCELLANEOUS

20.1 Headings. Headings used in this Agreement are for reference and convenience purposes only and are not to be used in construing the provisions of this Agreement. As used herein, the male or female gender will include the other and the neuter. The singular will include the plural and the plural will include the singular as appropriate.

20.2 No Third-Party Rights. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement, and no third parties will have any right or claims, benefit or right or a third-party beneficiary under this Agreement or any provision hereof. Similarly, You are not entitled to claim any rights or benefits, Including those of a third-party beneficiary, under any contract, understanding or agreement between Us and any other person or entity, unless that contract, understanding or agreement specifically refers to You by name and specifically grant rights or benefits to You.

20.3 Authority. Where an entity is a party to this Agreement, the person or persons signing this Agreement on behalf of the entity warrant to Us that they have the requisite authority to sign this Agreement. At Our request, the concerned company signatory agrees to promptly provide Us with a certified copy of the resolution authorizing the execution of this Agreement and naming the officers, directors, members, or managers of the entity who are authorized to sign this Agreement on behalf of the entity. No field representative or salesperson has the right or authority to sign this Agreement or make oral representations or written modifications hereof on Our behalf.

20.4 No Partial Payments. No payment by You or receipt by Us of any amount less than that required to be paid under this Agreement, or otherwise, to Us or any person or entity affiliated with Us, will be deemed to be anything except payment on account, regardless of any endorsement to the contrary contained on any such payment or in any oral or written communication transmitted in connection therewith.

20.5 Joint and Several Liability. If more than one person, corporation, limited liability company, partnership or other entity, guarantors or any combination thereof, sign this Agreement on behalf of the franchisee, the liability of each will be joint and several. All members of a general partnership and all members of any association or other unincorporated entity, which is part of the franchisee hereunder, are jointly and severally liable for Your performance hereunder.

20.6 No Offset or Withholdings. You shall not offset or withhold the payment of any Fees or other amounts due to Us or Our affiliates or suppliers on grounds of the alleged non-performance by Us of any of Our covenants or obligations hereunder, any Dispute of any nature or otherwise.

20.7 Disclosure. We can disclose, in disclosure documents or otherwise, information relating to Your Franchise Business, Including Your name, address, phone numbers, financial information, copies or reports, and other information.

20.8 Binding Agreement. This Agreement is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

20.9 Force Majeure. Neither party will be liable by reason of any failure or delay in the performance of such applicable party's obligations hereunder on account of strikes, fires, flood, storm, explosion, government shutdown or mandate, or other similar causes which are beyond such party's reasonable control. This Section will not be interpreted to relieve You from Your obligation to pay Us when due all payments required to be made by You under this Agreement.

20.10 Entire Agreement. The parties intend this Agreement and all attached exhibits hereto, which are each incorporated by reference herein, to be the full and complete agreement between Us and You and the entire integration of all our understandings of every nature concerning the matters contained in this Agreement or in any way related thereto, whether oral or written, and whether occurring before or contemporaneously with the execution of this Agreement. You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further, or additional rights of either You or Us. Nothing in this Agreement, or in any related agreement, is intended to be a disclaimer of the representations We made to You in the franchise disclosure document. If any term of this or Agreement is determined as void and unenforceable, the remaining terms and duties under this Agreement will still be considered enforceable and severable as if it was its own separate agreement from the voided term.

20.11 Amendments. No amendment, change or variance from this Agreement will be binding on either party unless executed in writing and signed by both parties; however, the Manuals and policies and procedures may be modified by Us from time to time as set forth in this Agreement, and are binding.

20.12 Effective Date. Delivery of a draft of this Agreement to You does not constitute an offer. This Agreement will become effective only when fully executed and accepted by Us.

20.13 No Course of Dealing. No course of dealing between You and Us will affect Your or Our rights under this Agreement or otherwise.

20.14 No Representations. You understand that the success or failure of Your Franchise Business depends, in major part, upon Your efforts. You agree that We have not made nor have You received any promise, representation or warranty that: 1) any payments by You are refundable at Your option; 2) We will repurchase any rights granted hereunder; 3) You will achieve any particular sales, income or other levels

of performance, or that You will be successful in Your Franchise Business licensed by this Agreement; 4) You will have any exclusive rights of any type other than as expressly set forth herein; 5) You will receive any level of Marketing assistance, site location, development or other services, operational assistance or otherwise other than as expressly set forth in this Agreement; 6) You will not be required to obtain any licenses or permits in order to operate Your Franchise Business; 7) any location or territory will be successful; or 8) that You will be awarded additional or further franchises or other rights, except as expressly set forth in a written document signed by Us.

20.15 Variances. You understand and agree that: 1) We may have offered franchises in the past, may currently be offering franchises, or may offer franchises in the future, on economic or other terms, conditions and provisions which may significantly differ from those offered by this Agreement and any related documents; and 2) there may be instances where We have varied, or will approve exceptions to or changes in the uniform standards, or the terms on which We offer franchises, the charges We make, or otherwise deal with Our franchisees to suit the circumstances of a particular transaction as We believe necessary or desirable under particular circumstances. You have no right to object to such variances or to obtain the same variances for Yourself.

20.16 No Misrepresentations. You further represent to Us, as an inducement to Our entry into this Agreement, that You have made no misrepresentations in obtaining the award of this franchise.

20.17 Representations of Non-Violation. You represent and warrant that You can enter into this Agreement and that the execution and performance of this Agreement will not be in violation or breach, or cause the violation or breach, of any agreement or covenant between any third-party or the violation or breach of any order, decree or judgment of any court or administrative agency.

20.18 FDD Acknowledgement. You represent that You have had a copy of Our franchise disclosure document ("FDD") for at least 14 calendar days or 10 business days, whichever is applicable in Your state, prior to signing this Agreement or making any payment to Us.

20.19 Waiver. We may, in writing, unilaterally waive any of Your obligations or requirements under this Agreement. Waiver by Us of any particular default by or obligation of You will not affect or impair Our rights with respect to any subsequent default by You or any of Our other rights to declare the same or subsequent acts a breach or default. Unless otherwise agreed to by Us in writing, Our acceptance of any payments due from You does not waive any prior defaults.

20.20 Counterparts. This Agreement and its exhibits may be signed in counterparts by electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

20.21 Electronic Signature. This Agreement may be signed with full legal force and effect using electronic signatures and records.

20.22 Drafting; Rules of Construction. You acknowledge that You have read this Agreement, have had the opportunity to review it with an attorney of Your respective choice and have agreed to all its terms. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement. Terms used in this Agreement that are not defined must be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision must be given the meaning that renders it enforceable.

ARTICLE XXI
DEFINITIONS

"Competing Business" means a business that engages in residential, commercial, or government contract painting, or facility maintenance services, and/or minor construction and repairs.

"Confidential Information" means any information (through no fault of Yours) relating to Our products or services, or operation of a Painter Bros® business or relating to the System as a whole, Including: (i) methods for the preparation and administration of Our services and products; (ii) Our methods, techniques, formats, specifications, hardware, proprietary software, Our designated CRM, systems, proprietary technology, estimating techniques, procedures, equipment, sales and Marketing programs, Marketing techniques, and knowledge and experience in the development and operation of Painter Bros® businesses; (iii) knowledge of, specifications for, and suppliers of, certain Painter Bros® products, materials, supplies, equipment, furnishings and fixtures; (iv) operating results and financial performance of Painter Bros® businesses, projections, financial formulas, growth engine calculator, etc.; (v) Our strategic plans and concepts for the development, operation, or expansion of Painter Bros® businesses of the System and analysis of potential territories; (vi) the contents of Our Manuals; (vii) all Customer Data, whether maintained or created by Us or You; (viii) Intellectual Property that is typically deemed confidential; and (ix) any other information obtained from Us in confidence at any time by virtue of the franchise or license relationship. Confidential information further Includes all Improvements whether developed or discovered by Us or You.

"Copyright Materials" means, even if it is not federally registered, writings, manuals, designs, blueprints, schematics, drawings, artwork, Marketing materials, agreements, contracts, scripts, pamphlets, instructions, books, literary works, documents, photographs, images, audio, music and jingles affiliated with the brand, videos, recordings, Social Media posts, software, websites and website data, apps, or any other work We, You, other franchisees, or Our affiliates make that is in a fixed tangible medium as part of the Painter Bros® franchise System and authorized for use under the System.

"Customer" and "Client" whether or not capitalized have interchangeable meanings in this Agreement.

"Customer Data" means any and all customer information, data, and lists, Including phone numbers, emails, mailing addresses, name and contact information for key Personnel of the customer, Including for a National Account, Social Media followers' information, etc., even if deemed to have arisen through Your activities as well a payment activity, demographic information, product and services purchases and use, and their frequency as well as any feedback and reviews and any other information You or We may collect on such customers through Our System and processes either electronically or on paper or other means that You are legally allowed to collect and share with Us under state or federal law and under this Agreement. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

"Dispute" means any claim, controversy, disagreement, or dispute of any type whatsoever.

"Fees" refers to those fees, payments, and costs that You are required to pay to Us as more fully set forth on Exhibit "A-3."

"Franchise Assets" means this Agreement or any rights or privileges associated with this Agreement, or any shares or units in the ownership of Your entity, Your Franchise Business, or substantially all Your assets.

"Gross Sales" Includes the total of all sales of all products, equipment, goods or services sold, traded, bartered, or rendered by You and income of every kind and nature Including the value of a trade or other bartering, arising from Your Franchise Business and tangible property of every kind sold by You during the term of this Agreement. Gross sales also Includes insurance proceeds and/or condemnation awards for loss of sales, profits, or business. "Gross Sales" excludes bona fide credits or returns and excludes amounts paid by You for sales or use taxes on the sale of any products or services.

"Immediate Family" means spouses, domestic partners, parents, stepparents, children, stepchildren, sons-in-law, and daughters-in law.

"Innovation" means any idea conceived or developed, or any actual improvement, change, modification, enhancement, or addition to the System, Including to Your Franchise Business, Copyright Materials, Manuals, Confidential Information, website, Social Media, Marketing materials, apps or any other documents or information pertaining to or relating to the System, or any Intellectual Property related to the System, or any creative concepts, Marketing ideas, or inventions related to the System, and all derivatives thereof, whether implemented in the System or not.

"Including" or "Includes" means "Including, but not limited to," "Including, without limitation," and similar all-inclusive and non-exhaustive meanings.

"Intellectual Property" means all Marks, trade dress, names, Copyrighted Materials, systems, patents, patent applications, and trade secrets.

"Interim Management Period" refers to the period of time during which We step in to manage Your Franchise Business as allowed under this Agreement.

"Internet" means any present or future interactive system for electronic communications, using lines, cables, wireless, satellite, radio or any other technology; and which involves one or more of the following: the system of interconnected computer networks that use the internet protocol suite (TCP/IP) or its successor; websites or similar remotely-accessible electronic information sources (whether password protected or not); use of domain names, other locators, or emails that use Our Marks; internet phone services; cellular or similar messaging; mobile applications; social networks or Social Media; or wikis, podcasts, online content sharing communities, or blogging.

"Manuals" means one or more guides or manuals, Including an operations manual, brand standard manual, training manuals, and/or policies and procedures manual, technical bulletins, online drives or portals, or other written materials as may be developed, modified and supplemented by Us periodically. The Manuals may be in printed or in an electronic format in Our discretion.

"Marketing" or "Market" Includes advertising, brand development, promotion, public relations campaigns, content creation, influencer incentives or compensation, market research, and other related processes.

"Marks" means the federally registered and common law names, trade names, trademarks, slogans, catchphrases, service marks, colors, font schemes, logos and/or other commercial property or symbols owned by Us, whether now or later developed, used in connection with the System.

"National Account" means an account with a company that has operations in more than one city, state, or region. It also includes accounts with government agencies.

"Operating Account" means that account into which all receipts of Your Franchise Business must be deposited.

"Operating Assets" means Your assets, contracts, accounts, inventory, supplies, furniture, equipment, signs, service vehicles, estimator vehicles, accessories, and other personal property relating to Your Franchise Business.

"Operating Principal" is: a) You if You as the franchisee are an individual; or b) if You are an entity, an individual that owns at least 51% of the ownership and voting interests in the franchisee entity (unless You obtain Our written approval of a lower percentage), has authority over all business decisions related to the Franchise Business, and has the power to bind You in all dealings with Us.

"Owner" means a shareholder, member, partner, general partner, limited partner, and the like.

"Participant" means an Owner, operator, director, manager, consultant, agent, employee (management-level or higher), contractor, advisor, officer, lessor, lessee, licensor, or licensee.

"Personnel" means employees, independent contractors, temporary workers, consultants, agents, subcontractors, interns, volunteers, and other similar positions, whether compensated or uncompensated.

"Principal" means Owners, directors, managers, officers, and principal Personnel.

"Shall" when used in this Agreement (even when not capitalized) means must, mandatory, or other similar affirmative obligation, as the context requires.

"Social Media" means any websites and web or Internet pages for social interaction, business operation, advertising, and other online information communications, whether now or later developed.

"System" Includes, the Franchise Business, specific Marks, Manuals, processes, services, know-how, operating procedures, and Marketing concepts, bidding techniques, proprietary software, product sourcing, business formats, and the use of proprietary and Confidential Information and other Intellectual Property.

"Termination" or "Terminates" Includes expiration, non-renewal, repurchase of Your rights, non-granting of a Successor Franchise, non-renewal, transfer or any other means by which this Agreement is no longer in effect, You are no longer a franchisee of the Painter Bros System.

"Transfer" Includes any direct or indirect assignment, transfer, division, trade, sale, gift, pledge, sublicense, mortgage, granting of any security interest, or sale at judicial sale or under power of sale, conveyance or retention of collateral in satisfaction of debt, or other procedure to enforce the terms of any pledge, encumbrance, or security interest.

"Update" Includes renovations, remodeling, redecorating, redesigning, refixturing, upgrading, refurbishing, modernizing, etc.

"We," "Our(s)" or "Us" only as applied to Paragraphs 2.2.3, 10.1.1, 10.1.2 and 14.8.7, Sections 3.1, 3.5, 6.6, 16.4, and Articles XI, XV, and XVII Includes Our predecessors, parents, affiliates, subsidiaries, successors, and assigns and Our officers, directors, Owners, managers, Personnel, agents, development agents, or others with whose conduct We are chargeable, as applicable.

"You" or "Your" Includes all signers of this Agreement, all guarantors and Includes all subsequent and current Owners, Operating Principals, managers, directors, officers, agents, affiliates, principal Personnel and with those whose conduct You are chargeable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have respectively signed this Franchise Agreement effective as of the day and year first written above.

FRANCHISOR:

PAINTER BROS FRANCHISING, LLC

By: _____
(Signature)

Name: _____

Title: _____

FRANCHISEE:

_____

By: _____
(Signature)

Name: _____

Title: _____

If the franchisee is not an entity, each person must sign personally.

By: _____
(Signature)
Name: _____, personally

By: _____
(Signature)
Name: _____, personally

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing an Addendum to the Franchise Agreement pursuant to:

_____ Illinois
_____ Indiana
_____ Maryland
_____ Minnesota
_____ Washington
_____ Other

[Signature Page to the Franchise Agreement]

EXHIBIT "A-1"
TO THE FRANCHISE AGREEMENT

TERRITORY:
(A map or maps may be attached)

1. Territory or Territories. Your Territory or Territories consists of the following ZIP codes:

   Territory 1 : _____
   Territory 2 : _____
   Territory 3 : _____
   Territory 4 : _____
   Territory 5 : _____
   Territory 6 : _____
   Territory 7 : _____
   Territory 8 : _____
   Territory 9 : _____
   Territory 10 : _____

2. Population of Your Territory or Territories. The population of Your Territory or Territories is as follows:

   Territory 1 : _____
   Territory 2 : _____
   Territory 3 : _____
   Territory 4 : _____
   Territory 5 : _____
   Territory 6 : _____
   Territory 7 : _____
   Territory 8 : _____
   Territory 9 : _____
   Territory 10 : _____

3. Initial Franchise Fee. The initial franchise fee for a 1-territory franchise is $75,000; $140,000 for a 2-territory franchise; $195,000 for a 3-territory franchise; and $305,000 for a large investment 5-territory franchise (plus $55,000 per additional territory). Your total initial franchise fee is $_____. If You are a conversion franchise, Your initial franchise fee will be $_____. Veteran or first responder discount applicable? _____ Y/N

4. Additional ZIP Codes Fee. Your additional ZIP code fee is $_____.

5. Multiple Territories. The various provisions of the Franchise Agreement referring to a single Territory will be applicable to each Territory purchased by You.

EXHIBIT "A-2"
TO THE FRANCHISE AGREEMENT

COMPANY REPRESENTATIONS AND WARRANTIES

You make the following additional warranties and representations:

You are a (check one):

□ Partnership □ Corporation
□ Sole Proprietorship □ Limited Liability Company

Name of your entity: _____

The state in which your entity was formed: _____

Date of Formation: _____

EIN:_____

The names and addresses of each shareholder, partner, or member holding an ownership interest in the corporation, partnership or limited liability company (please print or type the information and add extra lines if necessary):

Name	Address	Percentage of Ownership *

*Corporation: Percentage owned of outstanding voting stock.
*Partnership: Percentage owned in voting and in capital and profits.
*Limited Liability Company: Percentage owned in membership interest.

The names of the officers of the company (please print or type the information and add extra lines if necessary):

Name	Title	Manager/Officer

The address where Your corporate records are maintained is:

_____

_____

The name and address of the person who has been approved by Us and who will be directly responsible for supervising Your business operations and who has authority to work with Us and make decisions relating to the operations of the Franchise Business (Operating Principal):

Name: _____

Address: _____

Email: _____

Phone:_____

You must provide Us a copy of Your articles of organization and operating agreement or articles of incorporation and bylaws within one week of the date below. Your entity documents must state that Your entity will be used solely for the purpose of operating the Franchise Business.

IN WITNESS WHEREOF, Franchisee has executed this Company Representations and Warranties as of _____.

FRANCHISEE:

_____

By: _____
(Signature)

Name: _____

Title: _____

EXHIBIT "A-3"
TO THE FRANCHISE AGREEMENT

FEE CHART

The following Fees are more fully described in the Franchise Agreement.

Type of Fee	Amount	Notes	Payment Due Date[3]
Relocation Fee[1]	Our costs to approve the new territory at approximately $75 per man hour, plus Our legal fees	See Section 1.6	Upon approval of the relocation
Successor Franchise Fee	15% of Our then-current initial franchise fee	See Paragraph 2.2.4	Upon execution of the Successor Franchise Agreement
Initial Franchise Fee	$75,000 for a 1-territory franchise	See Section 5.1 and Exhibit "A-1"	At the time of signing this Agreement.
	$140,000 for a 2-territory franchise		
	$195,000 for a 3-territory franchise		
	$305,000 for a large-investment franchise		
Additional Franchise Purchases (after You have a 3-territory franchise)	$55,000 per Territory	See Paragraph 5.1.2	Upon approval of purchases
Royalty	5% of Gross Sales or $1,000 per territory per month, whichever is greater	See Section 5.2	Every Thursday
Advertising Fee[1]	The greater of $250 per Territory per month or 2% of monthly Gross Sales	See Section 5.3	Every Thursday
Lead Generation[1]	A minimum of $15,000 per month for the first 3 months of operations and a minimum of $1,000 per month per territory thereafter	See Paragraph 5.3.1	Upon billing
SEO	Currently, a minimum of $399 per month per Territory	See Paragraph 5.3.2	Same as royalty payments
Late Fees[1]	$25 per late fee (up to 2x the total amount owing per instance, per late payment and up to $500 per late report)	See Paragraph 5.4.3	Within 10 days of notice
Non-Sufficient Funds Fee[1]	$50 per bounced check or draft, or the maximum allowed by state law	See Paragraph 5.4.3	Within 10 days of notice
Interest Fees	18% interest or maximum rate permitted by state law, whichever is less	See Paragraph 5.4.4	Upon billing
Sales or Use Tax	Sum equal to tax imposed	See Paragraph 5.4.5	Upon billing
Audit Charge	Cost of audit	See Paragraph 5.5.2	Upon billing
Technology Fee[1]	Currently, $499 per month	See Section 5.9	Upon billing
CRM Subscription Fee	Currently, $499 per month	See Section 5.10	Upon billing

OSHA Compliance Software and Service Fee	Currently, $45 to $60 per month with a $500 setup fee	See Section 5.11	Upon billing
Additional Email Addresses	$10	See Paragraph 6.1.11(i)	Upon request
Additional Days of Initial Training[1]	$250 per person/per day	See Paragraph 6.1.4	Prior to training
Initial Training Fee	$10,000	See Paragraph 6.1.4	Prior to training
Additional Trainees at the Initial Training[1]	$1,250 per person	See Paragraph 6.1.4	At least 10 days prior to the training.
New Operating Principal or Management Training[1]	$350 per person, per day	See Paragraph 6.1.4(i)	Prior to training
Additional Training[1]	$250 per person, per day for additional training, plus expenses	See Paragraph 6.1.4(ii) and Section 7.2	Prior to training
Rescheduling Fee[1]	$500	See Paragraph 6.1.4(iv)	Upon request to reschedule
Insurance Reimbursement Fee[1]	Varies, plus an administration fee of $75 per man-hour	See Paragraph 6.1.9	Upon billing
PCI and DSS Audit Reimbursement Fee	Reasonable costs of the audit	See Paragraph 6.1.12(iv)	Upon biling
Conference or Seminar Fee[1]	$800 to $1,500 per attendee, paid in equal monthly installments during the year leading up to the conference	See Paragraph 6.1.13	Upon registration
Interim Management Fee[1]	$500 per person/per day	See Paragraph 6.2.3 and Section 14.10	Upon billing
Vendor Evaluation Fee[1]	$500, plus reimburse Us for all reasonable costs and expenses of testing	See Section 8.3	Upon billing
Replacement Costs	Our costs, plus $75 per hour for our time	See Section 8.4	Within 15 days of invoicing
Additional Copies of Marketing Materials	Our actual costs, plus 10%, and the costs for shipping and handling	See Section 10.2	Upon request
Fees on Default	Our costs associated with Your default	See Section 11.2	Within 10 days following Our demand for payment
Post Termination Fees	Varies	See Paragraph 12.1.10	Upon billing
Early Termination Liquidated Damages[2]	The greater of $50,000 or the average royalty from the previous 12 months multiplied by the lesser of 24 months or the remaining term of Your Franchise Agreement, if there are less than 24 months remaining on the Franchise Agreement. If You have less than 12 months of royalty history, the monthly average will be calculated or projected based on Your operating history or reasonably projected operations.	See Section 12.4	Within 10 days of Termination

Transfer Review Deposit	$1,000	See Section 14.5	Upon request of transfer
Transfer Fee	$5,000 per Territory	See Section 14.5	Upon Approval of transfer
Minority Interest Transfer Fee	Legal and corporate fees and costs incurred	See Section 14.6	Upon billing
Transferee Training Fee[1]	$10,000	See Paragraph 14.8.5	Prior to training
Indemnification	Varies	See Section 15.2	Upon billing
Dispute Resolution Fees	Varies	See Section 17.2 and Section 19.3	

[1] We may increase this Fee by up to 10% per year (cumulative) during the term of the Franchise Agreement based on increased costs to Us (including increases to our administrative costs) and other inflation related matters. Costs charged by third parties are subject to change at any time and do not have an annual cap.

[2] For clarity, if there is a gap between the date the Franchise Business ceases operations and when the Franchise Agreement is terminated, then the period for calculating the 12-month average royalty will be based on the trailing 12-month period from when the Franchise Business closed (as compared to the date of termination).

[3] We reserve the right to change the payment due date or require an alternative payment frequency payment for any or all Fees in the future.

EXHIBIT "A-4"
TO THE FRANCHISE AGREEMENT

BRAND PROTECTION AGREEMENT FOR PRINCIPALS

This BRAND PROTECTION AGREEMENT FOR PRINCIPALS (the "Agreement") is entered into and made effective as of the effective date listed below, by and between PAINTER BROS FRANCHISING, LLC a Utah limited liability company ("Franchisor") and the undersigned (individually and collectively, the "Principals").

WHEREAS, Principals or his or her or their company entered into an agreement with Franchisor so as to be able to obtain the rights to operate a Painter Bros Franchise Business using the System developed by Franchisor, Including certain Confidential Information of Franchisor ("Franchise Business"); and

WHEREAS, Principals recognize the value of the System and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining the Confidential Information, and recognizes that the Franchisor's entering into the Franchise Agreement is conditioned upon each Principal entering into this Agreement; and

WHEREAS, all capitalized terms used, but not defined, herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW THEREFORE, in consideration of Franchisor entering into the Franchise Agreement with Principals or his or her or their company, the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. Principals individually acknowledge that he or she has obtained or may obtain access to Confidential Information and made available to Principals that is necessary and essential to the operation of the Franchise Business, without which information the Franchise Business could not efficiently, effectively and profitably operate. Principals further acknowledge that such Confidential Information was not known to him or her prior to the association with Franchisor.

2. Non-Disclosure and Non-Use. Except as may be required or allowed under the Franchise Agreement, Principals and any of a Principal's Immediate Family, shall not, during the term of the Franchise Agreement and any time thereafter, in perpetuity, directly or indirectly, use, or disclose to any third party, or authorize any third party to use, any information relating to the Franchise Business or interest of Franchisor, Confidential Information, the System, or other information or materials that he or she knows, or reasonably should know, is regarded as confidential to Franchisor. Principals shall also adopt and implement all reasonable procedures prescribed by Franchisor, from time to time, to prevent unauthorized use and/or disclosure of the Confidential Information, Including restrictions on disclosure to Personnel and other third parties.

2.1 Duty to Notify. Principals agree to notify Franchisor of any reasonably suspected attempts to violate the terms or purposes of this Agreement and further agree to require all Personnel to report to it any reasonably suspected attempts to violate this Agreement. In the event it is discovered that Principals knew or had reason to know of any suspected attempts to violate this Agreement, Principals shall indemnify Franchisor for all costs and fees associated with enforcement, and to reimburse Franchisor for those losses sustained due to such violation.

3. Non-Competition; Non-Solicitation. The following covenants will be enforced during and after the term of the Franchise Agreement:

3.1 In-Term Covenant. During the term of the Franchise Agreement and for any extensions or Successor Franchises thereof, except as permitted under the Franchise Agreement, Principals and each Principal's Immediate Family, shall not be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity or location except with

Franchisor's prior written consent.

3.2 Post-Term Covenant. Upon Termination for any reason of the Franchise Agreement, and any extensions or Successor Franchise Agreements thereof, or upon any Transfer or repurchase of a Principal's rights under the Franchise Agreement or the franchise entity, or a Principal's dissociation from the Franchise Business, and for a continuous, uninterrupted period of three years thereafter, Principals, and Principal's Immediate Family, shall not, directly or indirectly, be a Participant, assist, or serve in any other capacity whatsoever, or have any interest in a Competing Business in any capacity, territory, or location within the Territory, or within 30 miles of the Territory, or within 20 miles of any other Painter Bros® outlet in operation or development, or where such outlet has an active Google My Business listing or similar listing for a Painter Bros Business at the time of Termination or Transfer. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision.

3.3 Non-Solicitation of Customers. In addition to not using Customer Data other than permitted under and during the Franchise Agreement, during the term of the Franchise Agreement and for three years after the Termination of the Franchise Agreement, Principal and each of Principal's Immediate Family shall not, directly or indirectly, contact any former or then-current customer of the Franchise Business, or any former, then-current customer of Franchisor or an affiliate of the Franchisor (with whom the Principal had contact during the term of the Franchise Agreement), or prospective customer for the purpose of soliciting such customer to a Competing Business. For clarity, a "prospective customer" does not mean any possible customer. It means a potential customer who has been engaged in some way, or has provided some personal information, or has elected to receive some communication, but who has not yet done business to be considered an actual customer.

4. Violation of Non-Competition, Non-Solicitation Provisions; Tolling of Covenants. In addition to other remedies available to Franchisor, in the event a Principal violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of that Principal's violation.

5. Return of Materials. Upon the Termination of the Franchise Agreement, or a Principal's disassociation from the Franchise Business, each Principal agrees to deliver to Franchisor (and shall not keep a copy in his or her possession or deliver to anyone else) the Painter Bros Manuals and any and all Confidential Information.

6. Non-Disparagement. Principals shall not make any negative, disparaging, false or misleading statements, published or made orally, in any medium about Franchisor, or Franchisor's officers, owners, partners, directors, members, managers, representatives, agents or Personnel, the brand, the System, products and services, or other franchisees.

7. Changes to the System. Principals shall fully disclose all Innovations to Franchisor, without disclosing the Innovation to others and shall obtain Franchisor's written approval before using or implementing an Innovation. All Innovations are owned by Franchisor and considered a "work-made-for-hire." If all or part of any Innovation that a Principal creates is for any reason deemed not to be a work-made-for-hire, then Principals hereby irrevocably transfer and assign to Franchisor or Franchisor's affiliate all right, title, interest and ownership, Including license rights, in the Innovation, and Principals agree to sign (or have the creator sign) any document necessary to effectuate the transfer and assignment. To the extent a Principal has any moral or similar rights in an Innovation or derivative thereof, Principals expressly waive those rights. Any Innovation may be used by Franchisor and all other franchisees without any obligation to compensate Principals. Franchisor reserves the right to make application for and own Intellectual Property relating to any Innovation, and Principal shall cooperate with Franchisor in securing these rights. Franchisor may also consider an Innovation as part of its trade secrets.

8. Irreparable Harm. Principals hereby acknowledge and agree that any breach by him or her any portion of Sections 1 through 7 above, inclusive, will cause damage to Franchisor in an amount difficult

to ascertain. Accordingly, in addition to any other relief to which Franchisor may be entitled, Franchisor, will be entitled to temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by any Principal of any of the terms of Section 1 through 7 above, inclusive, without proof of actual damages that have been or may be caused to Franchisor by such breach and without the requirement of posting bond. Additionally, Principal agrees that the existence or any claims Principal may have against Franchisor, whether or not arising from this Agreement of the Franchise Agreement, will not constitute a defense to Franchisor's ability to enforce the covenants set forth in this Agreement.

9. Reasonableness and Enforceability. Principals agree that the terms of this Agreement are fair and reasonable in light of the circumstances and were in part, based on the perceived or potential value of the System and the business relationship that Principals and/or his or her or their company have and will have with Franchisor. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative. Whenever the context so requires, the masculine will Include the feminine and neuter and the singular will include the plural and conversely. Principals understand that a separate action may be brought or prosecuted against a Principal whether or not the action is brought or prosecuted against any other Principal or against the franchisee, or any or all of them, or whether any other Principal or the franchisee is or are joined in the action. Principals acknowledge and agree that the restrictions related to Immediate Family is necessary because a Principal's disclosing the Confidential Information or Intellectual Property to Immediate Family or assisting Immediate Family in a Competing Business could potentially circumvent the purpose of this Agreement and that it would be difficult for Franchisor to prove whether a Principal disclosed Confidential Information or Intellectual Property to Immediate Family or assisted Immediate Family in a Competing Business. Principals shall also make its Immediate Family aware of this Agreement as well as the non-compete, non-solicitation and confidentiality provisions in the Franchise Agreement.

10. Governing Law and Jurisdiction. The validity, enforcement, construction, rights and liabilities of the parties and provisions of this Agreement will be governed by and interpreted in accordance with the laws of the state of Utah without giving effect to its conflicts of law provisions. If for any reason court action is filed, Principals individually consent to the jurisdiction of the courts of record in the state of Utah and unless the enforcement of this Agreement is brought in connection with a dispute under the Franchise Agreement (in which case this matter may be handled through arbitration as set forth in the Franchise Agreement), Principals agree that proper jurisdiction and venue for all dispute resolution will be exclusively in the state and federal courts of Salt Lake County, Utah.

11. Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

12. Binding Agreement. This Agreement will bind each parties' respective heirs, personal representatives, successors and assigns. No rights under this Agreement are assignable by any Principal without Franchisor's written approval, and any purported assignment will be null and void and of no force or effect.

13. Survival of Covenants. All covenants made in this Agreement by Principals will survive the Termination of this Agreement or the Franchise Agreement or a Principal's disassociation with Principal's company or the System in any way.

14. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by the parties.

15. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

16. Prior Disclosures. The parties intend that the information disclosed by Franchisor prior to the actual execution of this Agreement constitutes Confidential Information and is subject to all the terms and conditions of this Agreement as if such information had been disclosed following the execution of this Agreement.

[Signatures on the Following Page]

PRINCIPALS INDIVIDUALLY ACKNOWLEDGE THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date below.

DATED_____.

FRANCHISOR:
Painter Bros Franchising, LLC

By: _____

Name: _____

Title: _____

PRINCIPALS:

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

By: _____

Name: _____

[Brand Protection Agreement for Principals Signature Page]

EXHIBIT "A-5"
TO THE FRANCHISE AGREEMENT

PERSONNEL BRAND PROTECTION AGREEMENT

This PERSONNEL BRAND PROTECTION AGREEMENT ("Agreement") is entered into as of _____, between _____ ("Franchisee") and _____ ("Disclosed Party"), residing at _____.

A. Franchisee is the holder of a Painter Bros® franchise developed by Painter Bros Franchising, LLC ("Franchisor").

B. Franchisor has developed certain confidential and proprietary information for the operation of a Painter Bros® franchise, including without limitation, processes, methods, trade secrets, systems, software, pricing, financial information, customer data and lists, manuals, marketing techniques, and procedures ("Proprietary Information").

NOW, THEREFORE, in consideration of the employment or contracted labor of Disclosed Party by Franchisee, the parties hereto agree as follows:

1. Acknowledgement. Disclosed Party acknowledges that during the course of his or her employment or contracted labor with Franchisee he or she has obtained or may obtain knowledge of the Proprietary Information and other confidential matters and procedures developed, licensed to or owned by Franchisor and made available to Franchisee, which are necessary and essential to the operation of the business of Franchisee, which without such information, Franchisee could not efficiently, effectively and profitably operate its Painter Bros® franchise. Disclosed Party further acknowledges that such Proprietary Information was not known to him or her prior to their association with Franchisee or a Painter Bros® franchise.

2. Non-Use, Non-Disclosure. Except as may be authorized by Franchisee and only in the performance of duties for Franchisee, Disclosed Party shall not, during the course of his or her employment or contracted labor or at any time thereafter, directly or indirectly, use, or disclose to any third-party, or authorize any third-party to use any portion of the Proprietary Information, and agrees not to copy, transmit, recreate or otherwise reproduce all or any part of the Proprietary Information at any time.

3. Duty to Notify. Disclosed Party agrees to notify Franchisor or Franchisee or Disclosed Party's immediate superiors of any reasonably suspected attempts to violate the terms or purposes of this Agreement or to otherwise disclose, copy or reproduce any part of the Proprietary Information. In the event it is discovered that Disclosed Party knew or had reason to know of any suspected attempts to violate this Agreement and fails to report such knowledge, Disclosed Party agrees to indemnify Franchisor and Franchisee for all costs and fees associated with enforcement, and to reimburse Franchisor and Franchisee for those losses sustained due to such violation. Disclosed Party agrees to cooperate with Franchisor and Franchisee in its or their attempts to enforce the terms of this Agreement and to otherwise protect the Proprietary Information, and to cooperate with Franchisee and Franchisor to the extent Franchisee is obligated to cooperate with Franchisor's attempts to enforce its rights in and to the Proprietary Information.

4. Return of Materials. Immediately upon the termination of employment or its contracted labor, Disclosed Party agrees to deliver to Franchisee or to destroy at Franchisee or Franchisor's instruction and to provide evidence of such destruction (and shall not keep in his or her possession or deliver to anyone else whether in hard or electronic soft copy) any and all records, data, customer information, photographs, notes, manuals, lists, correspondence, specifications, materials, other documents or property, or reproductions relating to, directly or indirectly, to the Proprietary Information to which Disclosed Party has in its possession whether in hard or electronic soft copy.

5. Management and Supervisor Personnel. Subject to applicable law, this Section 5 will only apply if Disclosed Party is in a management position with Franchisee and/or acts in a supervisory role over other Personnel.

5.1 Non-Competition. Disclosed Party shall not, during the course of his or her employment or contracted labor by Franchisee, and for one year thereafter, directly or indirectly in any capacity, without Franchisee's prior written consent, engage in a business, or plan for or organize a business, or have any financial interest in, or become an owner, officer, director, shareholder, partner, associate, employee (management-level or higher), contractor, agent, representative or consultant in any painting or construction business offering or selling products or services the same or substantially similar to a Painter Bros® business (collectively, a "Competing Business"). Without limiting the generality of the foregoing, the minimum area of competitive nature will be that area within 20 miles of where Franchisee has an active Google My Business listing or similar listing for a Painter Bros Business at the time of Disclosed Party's termination of employment. The ownership of not more than 2% of the voting stock of a publicly held corporation will not be considered a violation of the foregoing provision.

5.2 Non-Solicitation of Customers. Disclosed Party shall not, during the course of his or her employment or contracted labor and for two years thereafter, directly or indirectly, contact any customer or former customer of Franchisee for the purpose of soliciting such customers to be a customer of a Competing Business.

6. Non-Disparagement. Disclosed Party shall not make any negative, disparaging, false or misleading statements, published or made orally, in any medium about Franchisee and/or Franchisor (including their respective owners, officers, and Personnel), or the Painter Bros® brand.

7. Irreparable Harm. In addition to other remedies available to Franchisee and/or Franchisor, in the event Disclosed Party violates a non-competition and/or non-solicitation covenant, the applicable non-competition or non-solicitation period will be tolled for the period of Disclosed Party's violation. Additionally, Disclosed Party hereby acknowledges and agrees that any breach by him or her of any portion of Sections 1 through 6 above, inclusive, will cause damage to Franchisee and Franchisor in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Franchisee may be entitled, either Franchisee and/or Franchisor will be entitled to enforce this Agreement and to seek temporary, preliminary, and/or permanent injunctive relief for any breach or threatened breach by Disclosed Party of any of the terms of Section 1 through 6 above, inclusive, without proof of actual damages that have been or may be caused to Franchisee or Franchisor by such breach, and without the requirement of posting bond. The existence of a claim against Franchisee or Franchisor will not constitute a defense to enforce the covenants of this Agreement.

8. Modification. Disclosed Party hereby agrees that, without limitation, any modifications, alterations, changes, or improvements conceived, designed, devised, developed, perfected or made by Disclosed Party, whether alone or in conjunction with others, and related in any manner to the actual or anticipated operation of the Franchisee, or the Painter Bros® system, or to any area of research and development related to the operation of the business, must be promptly disclosed to the Franchisee and will become the property of Franchisor, and Disclosed Party hereby irrevocably assigns, transfers, and conveys any such to Franchisor.

9. Enforceability. If any portion of this Agreement will be held invalid or inoperative, then, so far as is reasonable and possible, the remainder of this Agreement will be considered valid and operative, and effect will be given to the intent manifested by the portion held invalid or inoperative.

10. Survival of Covenants. All covenants made in this Agreement by Disclosed Party survive the termination of Disclosed Party's employment or contracted labor with Franchisee or the assignment or termination of this Agreement.

11. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by both parties.

12. Attorneys' Fees. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

13. Counterpart and Electronic Signatures. This Agreement may be signed in counterparts by facsimile, electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

14. Third-Party Beneficiary. It is agreed and acknowledged that Franchisor is a third-party beneficiary to this Agreement.

15. Prior Disclosures. Disclosed Party acknowledges and agrees that prior to the execution of this Agreement, Disclosed Party may have received information from Franchisee, Franchisor and/or their representatives, and that any such Proprietary Information obtained or received is subject to the protection and restrictions of this Agreement.

16. Personnel. In this Agreement, "Personnel" means any individual or entity engaged by the Franchisee to perform work or services in connection with the business, including but not limited to employees, independent contractors, temporary workers, consultants, agents, subcontractors, interns, and volunteers, whether compensated or uncompensated.

[Signature Page Follows]

DISCLOSED PARTY ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT AND UNDERSTANDS ITS CONTENTS.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date listed below.

Effective as of _____.

FRANCHISEE:
_____

By: _____

Name: _____

Title: _____

DISCLOSED PARTY (if a minor, see next page):
_____

By: _____

Name: _____

Title: _____

Age: _____

For persons under 18 years of age, a parent or legal guardian must sign and complete the following section.

I, _____ (Parent/Guardian), the undersigned and the parent and natural guardian of _____ (minor's name), hereby acknowledge that I have executed the foregoing Personnel Brand Protection Agreement for and on behalf of the minor named herein. I represent that I have legal capacity and authority to act for and on behalf of the minor named herein. As the natural or legal guardian of such minor, I hereby bind myself, the minor, and our successors and assigns to the obligations and liabilities of the foregoing Personnel Brand Protection Agreement.

SIGNED AND WITNESSED _____.

Signature of Parent/Guardian: _____

Name of Parent/Guardian: _____

Address: _____
_____

Phone: _____

[Signature Page to the Personnel Brand Protection Agreement]

Franchise Relationship Acknowledgement Follows

SCHEDULE "A-5.1"
FRANCHISE RELATIONSHIP ACKNOWLEDGEMENT

Because you are becoming a part of the Painter Bros® franchise system, it is important that you understand and acknowledge who is your employer (or the party that hired you as an independent contractor), and who is not.

You have been hired by _____ (Legal Name of Franchisee) ("Franchisee"), which is an independent franchise owner in the Painter Bros® franchise system (which we call the "System"). Although Franchisee looks the same, has the same name, and is operated the same way as other Painter Bros® outlets in the System, Franchisee is not part of the same company as those other Painter Bros® outlets in the System. Painter Bros Franchising, LLC is a completely separate company that owns or has been licensed the System. Painter Bros Franchising, LLC has devised rules, systems of operation, and policies and procedures that all its franchisees must follow, including Franchisee, which makes each independent franchise Painter Bros® outlet look and operate the same way as one another. This way, Painter Bros Franchising, LLC manages a System composed of many different franchisee owners, each of whom is independently responsible for operating its own Painter Bros® outlet.

It is important that you understand that Franchisee is your **only** employer (or is the only party associated with the Painter Bros® franchise system that hired you as an independent contractor). If you are an employee of Franchisee, then Franchisee gives you your paycheck, establishes your hours, and is responsible for all decisions relating to your employment relationship. If you are an independent contractor, then Franchisee compensates you, hires you for certain hours or tasks, and provides you with the job description for your services to Franchisee. Painter Bros Franchising, LLC is **not** your employer and has not hired you to provide services related to the Painter Bros® franchise system. If Painter Bros Franchising, LLC's representatives ever give you direction, training, or advice, it is intended only to ensure that the experience of all customers of Painter Bros® is the same at or through your place of work as it is at other Painter Bros® outlets in the Painter Bros® system. The fact that you are trained, or given direction or advice, by Painter Bros Franchising, LLC's representatives does not mean that Painter Bros Franchising, LLC is your employer.

If you have any questions about your employment relationship or your contracted relationship or about this Franchise Relationship Acknowledgement, please direct them to your employer (or the party that hired you as an independent contractor), Franchisee.

I have read this Franchise Relationship Acknowledgement, and I understand it. I have had the opportunity to ask any questions that I have about this Franchise Relationship Acknowledgement, and those questions have been answered fully to my satisfaction.

SIGNED: _____

NAME: _____

DATE: _____

EXHIBIT "A-6"
TO THE FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)

Business Name: _____

I hereby authorize Painter Bros Franchising, LLC hereinafter called ("Company"), to initiate debit entries to my checking account or savings account as indicated below at the depository financial institution named below, hereinafter called ("Depository"), and to debit the same to such account on a recurring basis, commencing as of the date below, and continuing for the term of my franchise agreement with the Company. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of United States law.

Depository Name: _____ Branch: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Routing Number: _____ Account Number: _____

Type of Account Checking/Savings:_____

I agree to provide accurate banking information and authorize the Company to verify account ownership through a test deposit or other verification methods as required by NACHA rules.

I understand that this authorization will remain in full force and effect through the term of my franchise agreement until I notify the Company in writing that I wish to revoke this authorization. I understand that the Company requires at least 15 days' written notice prior to the proposed effective date of termination to cancel this authorization. Notice shall be provided to the Company at both info@painterbros.com and 2000 W. Ashton Blvd., Ste. 375, Lehi, Utah 84003.

I consent to the use of electronic records and signatures for the purposes of entering into and executing this agreement and any related transactions.

Name: _____
(please print)

Title: _____

Signature: _____ Date: _____

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

EXHIBIT "A-7"
TO THE FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF OBLIGATIONS

This GUARANTY AND ASSUMPTION OF OBLIGATIONS ("Guaranty") is entered into and made effective as of _____ by and between Painter Bros Franchising, LLC ("We," "Us" or "Our") and the undersigned Guarantor(s) ("Guarantor(s)") who are the owners of _____ (the "Business Entity") and their respective spouses or legal domestic partner (collectively and individually referred to as "spouse").

1. Scope of Guaranty. In consideration of and as an inducement to Our signing and delivering the Franchise Agreement dated _____ (the "Franchise Agreement"), each Guarantor(s) signing this Guaranty personally and unconditionally: (a) guarantees to Us and Our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Franchise Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, any provision in the Franchise Agreement, Including confidentiality and the non-competition provisions. Each Guarantor acknowledges and agrees that no subsequent amendment, modification, and/or extension of the Franchise Agreement by and between Us and the Business Entity will affect the enforcement or validity of this Guaranty. Each Guarantor agrees that upon the death of a Guarantor, the estate of such Guarantor will be bound by the obligations of this Guaranty.

2. Waivers. Each Guarantor waives: (a) acceptance and notice of acceptance by Us of Guarantor(s) obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by Guarantor(s); (d) any right Guarantor(s) may have to require that an action be brought against the Business Entity or any other person as a condition of Guarantor(s) liability; (e) all rights to payments and claims for reimbursement or subrogation which Guarantor(s) may have against the Business Entity arising as a result of Guarantor(s)' execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which Guarantor(s) may be entitled in Guarantor(s)' capacity as guarantors.

3. Consents and Agreements. Each Guarantor consents and agrees that: (a) Guarantor(s)' direct and immediate liability under this Guaranty are joint and several; (b) Guarantor(s) must render any payment or performance required under the Franchise Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) Guarantor(s)' liability will not be contingent or conditioned upon Our pursuit of any remedies against the Business Entity or any other person; (d) Guarantor(s)' liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which We may from time to time grant to Business Entity or to any other person, Including, without limitation, the acceptance of any partial payment or performance of the compromise or release of any claims (Including the release of other guarantors) and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Franchise Agreement and, where required by the Franchise Agreement, after its termination or expiration.

4. Enforcement Costs. If We must enforce this Guaranty in any judicial or arbitration proceeding or any appeals, Guarantor(s) shall reimburse Us for Our enforcement costs. Enforcement costs include reasonable fees from accountants, attorneys, attorneys' assistants, arbitrators and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred before, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce this Guaranty.

5. Disputes. Guarantor(s) and its spouse acknowledge and represent that Guarantor(s) and its spouse have had an opportunity to review the Franchise Agreement and agree that the provisions of Article

XVII (disputes and arbitration) of the Franchise Agreement have been reviewed by Guarantor(s) and its spouse and by reference are incorporated herein and will govern this Guaranty and any disputes between Guarantor(s) and/or its spouse and Us. Each Guarantor(s) and its spouse irrevocably submits to the exclusive jurisdiction and venue of said arbitration and listed arbitrator and/or courts. Nevertheless, Guarantor(s) agree that We may also enforce this Guaranty and awards in the courts of the state or states in which a Guarantor(s) or a spouse is domiciled. Each Guarantor will be held personally, jointly, and severally liable. Any settlement made between Us and the Business Entity, or between Us and another Guarantor, or any other determination made pursuant to this Agreement will be binding upon the Guarantor(s).

6. Spouse's Signature. By signing below, the undersigned spouse acknowledges and consents to Guarantor(s) execution and performance under this Guaranty and the undersigned spouse also consents to his or her personal and marital assets securing the Business Entity's performance under the Franchise Agreement and Guarantor(s)' performance under this Guaranty.

7. Counterparts. This Guaranty may be signed in counterparts including by electronic signatures and other electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, the Guarantor(s) and its spouse have respectively signed and sealed this Guaranty effective as of the day and year first written above.

Guarantor(s)'s Signature	**Spouse Signature**	**Contact Information for Notice** **Guarantor's Address:**
By: _____ Name: _____ Email: _____	By: _____ Name: _____ Email: _____	_____ _____ _____ Spouse's Address (if different) _____ _____
By: _____ Name: _____ Email: _____	By: _____ Name: _____ Email: _____	_____ _____ _____ Spouse's Address (if different) _____ _____
By: _____ Name: _____ Email: _____	By: _____ Name: _____ Email: _____	_____ _____ _____ Spouse's Address (if different) _____ _____

EXHIBIT "A-8"
TO THE FRANCHISE AGREEMENT

DIGITAL, SOCIAL MEDIA, AND LISTINGS ASSIGNMENT AND AUTHORIZATION

This DIGITAL, SOCIAL MEDIA, AND LISTINGS ASSIGNMENT AND AUTHORIZATION ("Assignment") is made and entered into as of the Effective Date (listed on the signature page below), by and between the undersigned Franchisee and Painter Bros Franchising, LLC ("Franchisor").

RECITALS

WHEREAS, Franchisee has entered into a franchise agreement with Franchisor of even date herewith ("Franchise Agreement"); and

WHEREAS, as part of the Franchise Agreement, Franchisee is granted limited rights to use the Painter Bros® trademarks, trade names, or other substitute marks, trade dress, and other associated intellectual property (collectively, the "Marks") in conjunction with Franchisee's Franchise Business; and

WHEREAS, all capitalized terms used, but not defined herein will have the respective meanings assigned to them pursuant to the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, recitals, obligations, terms and conditions herein contained, and the acts to be performed by the respective parties hereto, the parties hereto agree as follows:

1. Franchisee hereby assigns all rights and interest, Including all associated goodwill, in the Social Media and other digital media accounts used in the Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks, Including Franchisee's Facebook, Instagram, Pinterest, Google listings, Tik-Tok, Twitter, LinkedIn, Tumblr, email accounts, email accounts, and the like (collectively the "Social Media Accounts"). Franchisee shall take all action necessary to grant exclusive access of the Social Media Accounts to Franchisor, Including providing all passwords and administrative access as well as assisting with the transfer second-factor security identification through means such as text message or email verification to such Social Media Accounts.

2. Franchisee hereby assigns and transfers (or in Franchisor's sole discretion disconnects) the telephone listings, telephone numbers, Including the telephone number(s) listed on Marketing and Social Media Accounts, URL's, Internet sites, and web pages used in the Franchise Business or used or created in any way by Franchisee or third parties to promote or use the Marks to Franchisor (individually a "Listing" and collectively the "Listings").

3. Franchisee represents, warrants, and covenants the following with regard to the Social Media Accounts and Listings:

a. Franchisee has the right to assign the Social Media Accounts and Listings, and they are free and clear of all liens and encumbrances.

b. Franchisee shall not, after Termination of the Franchise Agreements attempt to access, control, interfere with, or obstruct the Social Media Accounts and/or Listings.

c. Franchisee shall not prevent or hinder Franchisor from enforcing its rights in or to the assigned Social Media Accounts and/or Listings.

d. Franchisee has not taken, or permitted, and shall not take or permit any action that would prevent Franchisor from enjoying the full benefits of assignment of the Social Media

Accounts and Listings to Franchisor hereunder whether during the term or after the Termination of the Franchise Agreement.

4. Franchisee hereby directs and authorizes each company associated with, or in control of, the Social Media Accounts and/or Listings to assign, transfer, set over and otherwise authorize Franchisor to take over and control the Social Media Accounts and Listings. If necessary, Franchisee shall execute all documents required by Franchisor to give effect to the assignment of the Social Media Accounts and Listings to Franchisor hereunder.

5. This Assignment applies to all Social Media Accounts and Listings regardless of whether Franchisee is allowed to manage under the Franchise Agreement or was allowed to create, use, manage, or even own Social Media Accounts and/or Listings in the past or in the future. To the extent Franchisor does not currently have administrative access to a Social Media Account or Listing of Franchisee, Franchisee shall immediately grant Franchisor such access.

6. Franchisor hereby appoints Franchisor as its attorney-in-fact for the above transfers, which appointment is coupled with an interest.

7. This Assignment is binding upon the heirs, administrators, personal representatives, assigns and successors in interest to the parties hereto.

8. This Assignment is governed, construed and interpreted in accordance with the laws of the state of Utah without giving effect to its conflicts of law provisions.

9. This Assignment may be signed in counterparts by electronic signature, or scanned and emailed signature, or similar electronic means, which will be deemed the same as an original signature and may be used for all purposes as if it were an original.

IN WITNESS WHEREOF, the parties have respectively signed this Assignment effected as of the Effective Date written below.

Dated Effective as of _____.

FRANCHISEE:	**FRANCHISOR:**
_____	Painter Bros Franchising, LLC
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT "A-9"
TO THE FRANCHISE AGREEMENT

FRANCHISEE REPORT

We will not ask You to complete the Franchise Report, and We will disregard any answers from You, if You live or plan to operate Your Franchise Business in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin. Washington Franchisees cannot complete, fill out, or sign this Franchisee Report.

Please review each of the following questions carefully and provide honest responses to each question.

1. If You have received any oral, written, visual or other claim, guarantee or representation of any sort by Us which stated or suggested any specific level or range of actual or potential sales, income, expenses, profits, cash flow, by any person or entity, except for information (if any) expressly set forth in Item 19 of the Franchisor's disclosure document (or an exhibit referred to therein), please describe what You received, and if known, from whom You received the information. If none, please write "none."

   _____
   _____
   _____
   _____

2. If You have received any information or representations inconsistent with the statements in the FDD or Franchise Agreement, please list those below. If none, please write "none."

   _____
   _____
   _____
   _____

FRANCHISEE:

_____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT "A-10"
TO THE FRANCHISE AGREEMENT

CONVERSION FRANCHISE ADDENDUM

AMENDMENT TO THE FRANCHISE AGREEMENT
CONVERSION FRANCHISEE

THIS AMENDMENT TO THE FRANCHISE AGREEMENT ("Amendment") is entered into by and between PAINTER BROS FRANCHISING, LLC, a Utah limited liability company ("Franchisor") and _____ ("Franchisee").

R E C I T A L S:

WHEREAS, Franchisee has entered into a Franchise Agreement with Franchisor dated _____ ("Franchise Agreement"); and

WHEREAS, Franchisee is a conversion franchisee meaning that Franchisee previous operated a painting business prior to becoming a Painter Bros franchisee; and

WHEREAS, Franchisor and Franchisee have agreed to revise or otherwise amend the Franchise Agreement as set forth herein below; and

WHEREAS, capitalized terms used herein will have the meanings set forth in the Franchise Agreement unless defined otherwise herein.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises in the Franchise Agreement and herein, it is hereby agreed as follows:

1. Fees. Exhibit "A-3" to the Franchise Agreement is amended in part as follows. The remainder of Exhibit "A-3" will remain unchanged.

Type of Fee	Amount	Notes	Payment Due Date[3]
Initial Franchise Fee	$25,000	See Section 5.1 and Exhibit "A-1"	At the time of signing this Agreement.
Additional Franchise Purchases	$25,000 per Territory	See Paragraph 5.1.2	Upon approval of purchases
Royalty – Conversion Franchise[1]	2% of Gross Sales or $1,000 per Territory per month, whichever is greater. Your royalty will remain at 2% of Gross Sales (a minimum of $1,000 per month per Territory) until Your Gross Sales reach 2x what Your Gross Sales were during the 12 months before you became a Painter Bros	See Section 5.2	Every Thursday

	franchisee. Thereafter, royalties will be 5% of Gross Sales (a minimum of $1,000 per month per Territory). For example, if the Gross Sales for Your pre-existing business were $500,000 in the 12 months before You became a Painter Bros franchisee, You would pay 2% royalties (a minimum of $1,000 per month per Territory) on the first $1M of revenue as a Painter Bros franchisee and 5% on all Gross Sales thereafter (a minimum of $1,000 per month per territory). This applies to all jobs You perform after signing this Agreement even if You scheduled the job before signing this Agreement.		
Initial Training Fee	$5,000	See Paragraph 6.1.4	Prior to training
Additional Trainees at Initial Training[1]	$625 per person	See Paragraph 6.1.4	Prior to training

2. Initial Training and Opening Assistance. For conversion franchises, We plan to provide less training on how to run a business and to create a bid for a job as conversion franchises should already have experience in these areas, and the total hours of training will likely be reduced by about half depending on the experience and knowledge of the conversion franchise owner and his or her Personnel. We will provide you with approximately 25 to 30 for conversion franchises of virtual opening assistance either by phone or video conferencing. We will also provide You with three to five days of opening assistance in Your Territory(ies). We will send one representative to assist You with beginning Your operations. We will cover the cost of sending Our representative to provide this in-person opening assistance in Your Territory(ies).

3. Industry Training. Franchisee likely will not need to complete the CP Fundamentals of Protective Coatings (C1) Course training or the training for AMPP CIP Level 1 Certification, so long as Franchisee can demonstrate knowledge and skill in these areas.

4. Operating Account. In addition to the language set forth in Paragraph 5.4.2.1, Franchisee cannot have a separate bank account for their prior customers or business.

5. Miscellaneous

a. Controlling Document. To the extent this Amendment will be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or attachments thereto, the terms of this Amendment shall supersede and control.

b. Franchise Agreement. Except as expressly amended or modified herein, all terms, provisions and conditions of the Franchise Agreement are ratified and will remain in full force and effect.

c. Counterparts and Electronic Signatures. This Amendment may be executed in counterparts, including by means of electronic signatures, telefaxed or scanned and emailed signature page, or similar electronic means, each of which will be deemed an original, but all of which together will constitute one and the same document.

d. Confidentiality. The parties agree to keep the terms and provisions of this Amendment confidential and not disclose the terms and provisions of this Amendment to any non-party except as may be required by law or by order of a court of competent jurisdiction.

[Signature Page Follows]

IN WITNESS HEREOF, each of the undersigned parties hereby acknowledge that they have read this Amendment, understand its contents, consent to be bound by all of its terms, and agree that it shall become effective as of the date written below.

Dated as of _____.

FRANCHISOR:	**FRANCHISEE:**
PAINTER BROS FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

[Signature Page to the Amendment to the Franchise Agreement]

EXHIBIT "A-11"
TO THE FRANCHISE AGREEMENT

STATE ADDENDA

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

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

2. 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.)

3. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. A contract that restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code Section 16600.

4. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. The franchise agreement requires binding arbitration. The arbitration will occur at Salt Lake City, Utah with the costs being borne by you for travel to, and lodging in, Salt Lake City, Utah, and other costs associated with arbitration. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and Federal laws (this or these as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 128a, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the state of California.

6. The franchise agreement requires application of the laws of Utah, but the California franchise laws may prevail in some instances. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California laws.

7. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Investment law and the California Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

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

9. The franchise agreement provides for waiver of a jury trial. This may not be enforceable in California.

10. Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy. Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

(d) Violations of any provision of this division.

11. Late Fees in Exhibit “A-3” is amended to include the following: “The highest interest rate allowed in California is 10% annually.”

12. Franchisees owning 10% or greater must sign a personal guaranty, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guaranty will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

13. Paragraph 20.10 is amended to remove the following language, "You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us."

14. Paragraphs 20.14 and 20.18 are not enforceable in the state of California.

15. Section 5.1 of the franchise agreement is amended to include the following:
"Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the franchise agreement or other agreements have been fulfilled by the franchisor and the franchisee is open for business."

16. Under California law, an agreement between a seller and a buyer regarding the price at which the buyer can resell a product (known as vertical price-fixing or resale price maintenance) is illegal. Therefore, requirements on franchisees to sell goods or services at specific prices set by the franchisor may be unenforceable.

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

FRANCHISOR:
Painter Bros Franchising, LLC

By: _____
Name: _____
Title: _____

FRANCHISEE:
_____

By: _____
(Signature)

Name: _____
Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF FOR THE STATE OF ILLINOIS

Illinois law governs the franchise agreement.

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

Franchisee's rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

Section 5.1 is modified to add the following language to the end of the paragraph:

"Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under this Agreement or other agreements have been fulfilled by the franchisor and the franchisee has commenced doing business."

IN WITNESS WHEREOF, the Franchisor and Franchisee have respectively signed and sealed this Franchise Agreement as of _____.

FRANCHISEE:	**FRANCHISOR:**
_____	Painter Bros Franchising, LLC
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA

This Rider amends the Franchise Agreement dated _____ (the "Agreement") between _____ ("Franchisor") and _____ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Deleted. Any provision of the Agreement which would have any of the following effects is hereby deleted:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the Franchisor or sources designated by the Franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the Franchisor. However, the publication by the Franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the Franchisor does not constitute designation of a source nor does a reasonable right of the Franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the Franchisor.

(2) Allowing the Franchisor to establish a Franchisor-owned outlet engaged in a substantially identical business to that of the Franchisee within the exclusive territory granted the Franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the Franchisor to compete unfairly with the Franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the Franchisor without the consent in writing of the Franchisee.

(4) Allowing the Franchisor to obtain money, goods, services, or any other benefit from any other person with whom the Franchisee does business, on account of, or in relation to, the transaction between the Franchisee and the other person, other than for compensation for services rendered by the Franchisor, unless the benefit is promptly accounted for, and transmitted to the Franchisee.

(5) Requiring the Franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the Franchisee and the Franchisor to be referred to any person, if referral would be binding on the Franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the Franchisor which the Franchisee had ordered for private retail consumers prior to the Franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the Franchisor to fail to renew a franchise without good cause or in bad faith. This

chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the Franchisee meets certain conditions specified in the agreement.

(9) Requiring a Franchisee to covenant not to compete with the Franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the Franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the Franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the Franchisee may be required to pay.

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
_____	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

This Addendum dated _____, by and between Painter Bros Franchising, LLC, a limited liability company, hereinafter referred to as "Franchisor" and _____, hereinafter referred to as "Franchisee."

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

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

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

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

5. This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

6. All initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

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

8. Section 20.14 of the franchise agreement regarding representations and Section 20.18 of the franchise agreement regarding acknowledgement of receipt of the FDD are not applicable to franchisees in Maryland.

Except as expressly amended or modified herein, all terms, provisions and conditions of the original Franchise Agreement shall remain in full force and effect. In the event of a conflict or inconsistency between the provisions of this Addendum and any provisions of the original Franchise Agreement, the provisions hereof shall in all respects govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto have caused this Agreement to be effective as of the date listed above with the full authority of the Company principal they represent.

FRANCHISOR:	**FRANCHISEE:**
PAINTER BROS FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

[Signature Page to the Maryland Addendum to the Franchise Agreement]

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MINNESOTA

The disclosure document, franchise agreement, and other related agreements are amended to conform to the following:

1. Governing law, choice of forum, and jurisdiction and venue provisions of the disclosure document and franchise agreements are amended to include the following:

   > Minnesota statute 80C.21 and Minnesota Rule 2860.4400J prohibit 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, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws or the jurisdiction.

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. 80C.14, subdivisions 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

3. As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), franchisor will reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

4. Minnesota Rule Part 2860.4400J prohibits requiring a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of Minnesota, or consenting to liquidated damages, termination penalties or judgment notes.

5. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.

6. Any limitation of claims must comply with Minn. Stat. 80C.17, subdivision 5.

7. Any fee regarding insufficient funds for a dishonored check must comply with Minn. Stat. § 604.113, subdiv. 2(a), which puts a cap of $30 on service charges.

8. Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until after all initial obligations owed to the franchisee under the Franchise Agreement or other agreements have been fulfilled by the franchisor and the franchisee has commenced doing business.

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

_____
Franchisee (Signature)

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise agreement fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

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

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act ("Act"), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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

15. **Non-solicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Article XIII of the franchise agreement will be interpreted in accordance with RCW 19.100.180.

20. Section 14.12 of the franchise agreement empowers the franchisor to purchase the franchise before the termination of the franchise agreement. This is inconsistent with RCW 19.100.180(2)(j) and does not apply to Washington franchisees.

21. The time limitations to initiate a claim as set forth in Section 17.2.3(iii) of the franchise agreement are hereby amended and extended to the time limits allowed under RCW 19.100.

22. Section 17.2.3(viii) of the franchise agreement is here by amended as follows:

> Federal Arbitration Act. You and We mutually agree that all issues relating to arbitrability are governed exclusively by the Federal Arbitration Act and the federal common law of arbitration to the exclusion of any state statutes or common law and will be decided by the arbitrator. All provisions of this Agreement pertaining to venue, choice-of-laws, dispute avoidance and resolution will be strictly enforced (subject to state law).

23. Paragraph 19.1 of the franchise agreement is amended to remove the following language, "but only to the extent necessary to prevent the invalidity of this Agreement or any of the provisions hereof or the imposition of civil or criminal penalties or liability. To the extent permitted by the laws of the state whose laws govern this Agreement, You hereby waive any provisions of law or regulations which render any portion of this Agreement invalid or unenforceable in any respect."

24. Paragraph 20.10 of the franchise agreement is amended to remove the following language, "You represent and acknowledge that no agreements, representations, negotiations, promises, commitments, inducements, assurances, terms, conditions, or covenants of any nature exist between You and Us except as specifically set forth in this Agreement, whether pertaining to this Agreement or to any future, further or additional rights of either You or Us."

25. Paragraph 20.11 of the franchise agreement is amended to clarify that for Washington franchisees, the Washington Addendum applies even if the Washington Addendum is not executed or not signed by the franchisor, franchisee, or both.

26. Sections 20.14, 20.18, and 20.22 of the franchise agreement ~~is not enforceable~~ do not apply in Washington.

27. Section 2 of the Form General Release Agreement (Exhibit "G" to the franchise disclosure document) is hereby omitted and not applicable in the state of Washington.

28. The franchisor has agreed to post a surety bond in the amount of $100,000 pursuant to RCW 19.100.050.

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

The undersigned parties do hereby acknowledge receipt of this Addendum.

_____	_____
Signature of Franchisor Representative	Signature of Franchisee Representative
_____	_____
Title of Franchisor Representative	Title of Franchisor Representative

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

The following shall apply to Franchise Agreements in the state of Wisconsin:

a. The Wisconsin Fair Dealership Act, Wisconsin Statues, Chapter 135 (the "Act"), shall apply to and govern the provisions of Franchise Agreements issued in the state of Wisconsin.

b. The Act's requirements, including that in certain circumstances a Franchisee receive ninety (90) days' notice of termination, cancellation, non-renewal or substantial change in competitive circumstances, and sixty (60) days to remedy claimed deficiencies, shall supersede the provisions of Section VIII of the Franchise Agreement to the extent they may be inconsistent with the Act's requirements.

EXHIBIT "B"
TO THE FDD

AUDITED FINANCIALS
(Attached)

Audited Financial Statements Dated December 31, 2025
Audited Financial Statements Dated December 31, 2024
Audited Financial Statements Dated December 31, 2023

Unaudited Interim Financials Dated April 15, 2026*

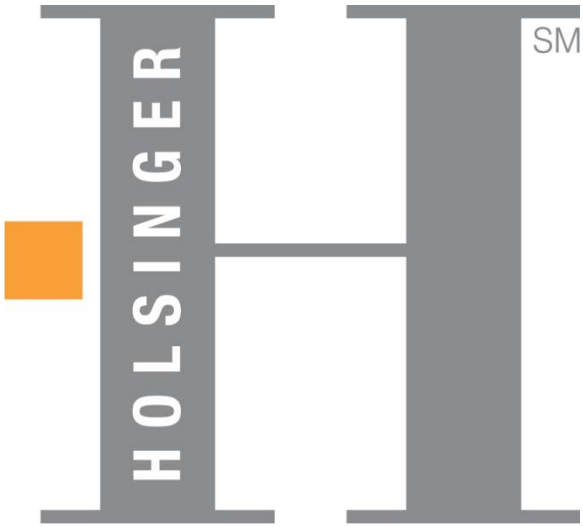
*THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

Outside the box. Within the lines.℠

Financial Statements

PAINTER BROS FRANCHISING, LLC

DECEMBER 31, 2025 AND 2024 (RESTATED)



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PAINTER BROS FRANCHISING, LLC
DECEMBER 31, 2025 AND 2024 (RESTATED)

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INDEPENDENT AUDITORS' REPORT

To the Members
Painter Bros Franchising, LLC
Lehi, Utah

Opinion

We have audited the accompanying financial statements of Painter Bros Franchising, LLC (the "Company") (a Utah Limited Liability Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations and members' equity (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Painter Bros Franchising, LLC as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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MSI Global Alliance Independent Member Firm

Auditors' 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 auditors' 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 the Company's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Holsinger P.C.

Wexford, Pennsylvania
April 8, 2026

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PAINTER BROS FRANCHISING, LLC
BALANCE SHEETS

ASSETS

	As of December 31, 2025	As of December 31, 2024 (Restated)
Current Assets:		
Cash and cash equivalents	$ 367,800	$ 818,774
Accounts receivable, net	677,787	483,844
Related party receivables	320,906	161,503
Other receivables	-	22,411
Income taxes receivable	257,561	5,042
Prepaid expenses	137,966	7,596
Contract assets	460,810	321,660
Total Current Assets	2,222,830	1,820,830
Contract Assets	2,740,962	2,635,330
Property and Equipment, net	-	1,181
Deferred Tax Asset	-	155,488
Total Assets	$ 4,963,792	$ 4,612,829

LIABILITIES AND MEMBERS' EQUITY (DEFICIT)

Current Liabilities:		
Accounts payable	$ 39,917	$ 158,498
Related party payables	28,814	5,288
Accrued payroll and related taxes	13,822	19,595
Accrued broker fees	37,000	455,000
Other accrued liabilities	-	90,000
Deferred revenue	826,922	474,505
Total Current Liabilities	946,475	1,202,886
Deferred Revenue, net of current portion	4,248,370	3,827,259
Deferred Tax Liability	122,688	-
Total Liabilities	5,317,533	5,030,145
Members' Equity (Deficit)	(353,741)	(417,316)
Total Liabilities and Members' Equity (Deficit)	$ 4,963,792	$ 4,612,829

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

PAINTER BROS FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)

	Years Ending December 31,	
	2025	2024 (Restated)
Revenues:		
Royalties and administration	$ 834,422	$ 703,749
Advertising	431,210	155,394
Franchise sales	1,158,187	311,468
Services and other	512,134	463,379
Total Revenues	2,935,953	1,633,990
Operating Expenses:		
Administrative	514,022	328,141
Advertising	127,934	157,170
Broker fees	847,150	206,834
Credit losses	59,313	5,150
Depreciation	1,181	12,568
Insurance	41,229	11,595
Management fees	300,000	461,831
Payroll and benefits	367,711	143,336
Professional fees	497,465	488,424
Rent	47,357	37,559
Travel and meals	43,355	73,315
Total Operating Expenses	2,846,717	1,925,923
Total Income (Loss) from Operations	89,236	(291,933)
Other Income (Expense):		
Interest income	38	34
Interest expense	-	(4,067)
Miscellaneous	(42)	334
Total Other Income (Expense)	(4)	(3,699)
Net Income (Loss) Before Benefit (Provision) for Income Taxes	89,232	(295,632)
Benefit (Provision) for Income Taxes	(25,657)	160,530
Net Income (Loss)	63,575	(135,102)
Members' Equity (Deficit), Beginning of Year	(417,316)	(282,214)
Members' Equity (Deficit), End of Year	$ (353,741)	$ (417,316)

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

PAINTER BROS FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	Years Ending December 31,	
	2025	2024 (Restated)
Operating Activities:		
Net Income (Loss)	$ 63,575	$ (135,102)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	1,181	12,568
Credit losses	59,313	5,150
Changes in assets and liabilities:		
Accounts receivable	(230,845)	(439,158)
Related party receivables	(159,403)	(138,994)
Income taxes receivable	(252,519)	(5,042)
Prepaid expenses	(130,370)	42,402
Contract assets	(244,782)	(1,829,734)
Deferred income taxes	278,176	(155,488)
Accounts payable	(118,581)	(68,633)
Related party payables	23,526	5,288
Accrued payroll	(5,773)	13,422
Accrued broker fees	(418,000)	455,000
Other accrued liabilities	(90,000)	90,000
Deferred revenue	773,528	2,742,648
Net Cash Provided by (Used in) Operating Activities	(450,974)	594,327
Cash - Beginning of Period	818,774	224,447
Cash - End of Period	$ 367,800	$ 818,774

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

Note 1 – Nature of Operations

Painter Bros Franchising, LLC (the "Company"), was organized in the State of Utah on January 4, 2017, as a limited liability company and has an unlimited life. The Company was organized to engage in the business of franchising in the painting industry throughout the United States of America.

Each franchisee is required to pay the Company an initial franchise fee as well as periodic royalty and advertising fees. The royalty and advertising fees are determined by a percentage of gross sales. The Company provides training, resources, and support to the franchisees.

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting – The Company uses the accrual basis of accounting in accordance with U.S. GAAP, whereby revenue is recognized when earned and expenses are recorded as incurred.

Cash and cash equivalents – All liquid investments with a maturity of three months or less when purchased are considered cash equivalents. The Company maintains cash which is fully insured by the Federal Deposit Insurance Corporation ("FDIC"). The FDIC insured limits were $250,000 for all accounts. From time to time, the Company has credit risk for cash when the cash balance at a single bank exceeds the federally insured amount of $250,000.

Accounts Receivable – Accounts receivable are carried at their estimated collectable amounts. The Company's trade accounts receivable are generally short-term in nature; thus accounts receivable do not bear interest. Collectability of receivables is periodically assessed based upon the past credit history with customers and their current financial condition, providing the basis for the allowance for credit losses account and related credit loss expense. The allowance for credit losses was $4,151 and $47,151 for the years ended December 31, 2025 and 2024, respectively. Credit losses were $59,313 and $5,150 during the years ended December 31, 2025 and 2024, respectively.

Property and Equipment – Property and equipment are stated at cost less accumulated depreciation. Depreciation is calculated using the straight-line method based on the estimated useful lives of the assets ranging from three to four years. Maintenance and repairs of property are expensed as incurred. The cost of property and equipment retired, or otherwise disposed of, and the related accumulated depreciation are removed from the account and any resulting gain or loss is reflected on the statements of operations and members' equity (deficit). Additions, renewals, and betterments that materially extend the useful life of an asset are capitalized as a cost of the related assets. Depreciation expense during the years ended December 31, 2025 and 2024 was $1,181 and $12,568, respectively.

Property and equipment are evaluated for impairment whenever events or changes in circumstances that indicate the carrying value of an asset may not be recoverable from estimated future cash flows. If estimated cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of the assets. Management determined that no asset impairment existed during the years ended December 31, 2025 and 2024.

Contract Assets – Contract assets consist of unamortized broker fees that were an incremental cost of obtaining a franchise sale contract. Contract assets are amortized over the franchise support service term, which is expected to be ten years. Unpaid broker fees are included as accrued broker fees on the balance sheet.

Note 2 – Summary of Significant Accounting Policies – Continued

Deferred Revenue – Deferred revenue consists of the portion of franchisee fees for which performance obligations have not yet been fulfilled. Deferred revenue is amortized over the franchise support service term, which is expected to be ten years.

Leases – The Company has a lease arrangement with a related party (see Note 6) for office space. The Company assesses whether an arrangement qualifies as a lease (i.e., conveys the right to control the use of an identified asset for a period of time in exchange for consideration) at inception and only reassesses its determination if the terms and conditions of the arrangement are changed. Leases with an initial term of twelve months or less are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term. As most of the Company's leases do not provide an implicit rate, the Company uses federal risk-free rate at the commencement date in determining the present value of lease payments. The lease has a remaining lease term of one year and is not likely to renew. The exercise of lease renewal options is at the Company's sole discretion. The depreciable life of assets and leasehold improvements are limited by the expected lease term unless there is a transfer of title or purchase option reasonably certain of exercise.

Fair Value of Financial Instruments – The recorded accounts receivable, related party accounts receivable, prepaid expenses, accounts payable, related party accounts payable, accrued broker fees, and accrued payroll and payroll taxes approximate fair value due to the short-term nature of the financial instruments.

Revenue Recognition – The Company recognizes revenue in accordance with Financial Accounting Standards Board (FASB) ASC 606 – Revenue from Contracts with Customers. The following describes principal activities, separated by major product service, from which the Company generates its revenues:

Initial Franchise Fees – Franchise fees are generally paid at the time a new franchise is purchased. The Company fulfills its performance obligations related to providing training and support over the course of the franchise agreement. The Company recognizes franchisee sale revenue ratably over the life of the franchise agreement, which ranges from five to ten years. Initial franchise fees are as follows:

Number of Franchised Businesses	Initial Franchise Fee, in Total
One	$75,000
Three	$165,000
Five	$275,000

Franchise Royalties and Administration – Royalties and administration fees are assessed on a monthly basis, based on a contracted percentage (5%) of the franchisee's gross sales (as defined in the franchise agreement). Royalties and administration fees are recognized as revenue monthly.

Advertising – Advertising fees are assessed on a monthly basis, based on the greater of $250 per territory or a contracted percentage (2%) of the franchisees gross sales (as defined in the franchise agreement). Additional optional advertising fees are charged for services requested outside the scope of the franchise agreement. The Company provides advertising services and support on an ongoing basis. Advertising fees are recognized as revenue monthly.

Note 2 – Summary of Significant Accounting Policies – Continued

Service and Other – Service and other revenue primarily consists of software and conference fees. The Company recognizes revenue related to services and other at a point in time, when the services are completed, or the goods are provided.

Income Taxes – Prior to January 1, 2024, the Company was taxed as a pass-through entity for which no provision for income tax was included in the financial statements. Effective January 1, 2024, the Company accounts for income taxes as a C-Corporation in accordance with FASB ASC 740 – Accounting for Income Taxes (see Note 3). Under this method, deferred taxes are recorded under a liability approach for temporary differences between the carrying amounts of assets and liabilities for financial statement purposes and the amounts used for income tax purposes.

The Company follows the FASB ASC guidance on accounting for uncertain tax positions. This guidance clarifies accounting for income taxes by prescribing the minimum threshold a tax position is required to meet before being recognized in the financial statements. It also provides guidance on derecognition, measurement, classification, interest and penalties, accounting in interim periods, disclosure and transition. The Company has no unrecognized tax benefits or liabilities related to uncertain tax positions.

Advertising Costs – Advertising costs are charged to operations when the advertising first takes place. Advertising expense during the years ended December 31, 2025 and 2024 was $127,934 and $157,170, respectively.

Use of Estimates – The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Note 3 – Restatement of Previously Issued Financial Statements

The Company has restated its financial statements for the year ended December 31, 2024 to reflect the accounting effects of the Company's change in tax status from an S corporation (pass-through) to a C-Corporation (taxable entity) effective January 1, 2024.

The restatement was made to correct the previously issued financial statements, which did not recognize deferred tax assets and liabilities, did not present an income tax provision consistent with ASC 740 for a taxable entity, and recognized the payment of management fees as distributions.

Under ASC 740, when an entity becomes taxable due to a change in tax status, it recognizes deferred tax assets and liabilities as of the date it becomes taxable, and the effect of that recognition is recorded in the statement of operations. The restatement reflects these requirements. Additionally, as a result of the change, the Company reclassified distributions totaling $461,831 as management fees during the year ended December 31, 2024. The following table summarizes the impact of the corrections on the Company's financial statements for the year ended December 31, 2024.

Note 3 – Restatement of Previously Issued Financial Statements – Continued

	Year Ended December 31, 2024		
	As Previously Reported	Adjustment	As Restated
Income Tax Receivable	$ -	$ 5,042	$ 5,042
Deferred Tax Asset	-	155,488	155,488
Total Assets	4,452,299	160,530	4,612,829
Distributions	(461,831)	461,831	-
Members' Equity (Deficit), End of Year	(577,846)	160,530	(417,316)
Total Operating Expenses	1,464,092	461,831	1,925,923
Total Income (Loss) from Operations	169,898	(461,831)	(291,933)
Net Income (Loss) Before Benefit for Income Taxes	166,199	(461,831)	(295,632)
Income Tax Benefit	-	160,530	160,530
Net Income (Loss)	166,199	(301,301)	(135,102)

Note 4 – Franchising

The Company grants franchise licenses to prospective franchisees. The initial term of each license begins on the effective date of the franchise agreement and ends on the tenth anniversary thereof. Upon expiration of the initial term, and subject to certain requisites, the franchisee has the option to renew the franchise agreement for additional ten-year periods.

During the years ended December 31, 2025 and 2024, the Company sold fourteen and twenty-one franchises, respectively. The number of franchised outlets in operation were thirty-four and twenty-seven as of December 31, 2025 and 2024, respectively. There were seven franchises that closed during the year ended December 31, 2025, while no franchises closed during the year ended December 31, 2024.

Note 5 – Provisions for Income Taxes

Income tax expense attributable to income from continuing operations is summarized as follows:

	Year Ended December 31, 2025		
	Current	Deferred	Total
Federal	$ (283,282)	$ 278,176	$ (5,106)
State	30,763	-	30,763
	$ (252,519)	$ 278,176	$ 25,657

Note 5 – Provisions for Income Taxes – Continued

	Year Ended December 31, 2024 (Restated)		
	Current	Deferred	Total
Federal	$ (35,805)	$ (155,488)	$ (191,293)
State	30,763	-	30,763
	$ (5,042)	$ (155,488)	$ (160,530)

Income tax expense differed from the amount computed by applying the U.S. federal income tax rate of 21% as of December 31, 2025 and 2024, to pretax income as a result of the following:

	Years Ended December 31,	
	2025	2024 (Restated)
Computed "expected tax expense (benefit)"	$ 18,739	$ (62,083)
Nondeductible Entertainment Expenses	1,876	1,876
Other	5,042	(100,323)
	$ 25,657	$ (160,530)

The tax effects of temporary differences that give rise to significant portions of the deferred tax assets and deferred tax liabilities, are presented below:

	As of December 31,	
	2025	2024 (Restated)
Total gross deferred tax assets	$ 563,080	$ 831,524
Total gross deferred tax liabilities	(685,768)	(676,036)
Net deferred tax asset (liability)	$ (122,688)	$ 155,488

Note 6 – Related Party Transactions

During the years ended December 31, 2025 and 2024, the Company received revenue from a franchisee with similar ownership, Painter Bros of Las Vegas, of $442,649 and $486,372, respectively. This revenue represented 15% and 30% of total revenues during the years ended December 31, 2025 and 2024, respectively. During the years ended December 31, 2025 and 2024, the Company reimbursed salaries for shared employees and purchased software from an affiliated company, FM Flow Inc., totaling $141,538 and $104,805, respectively. As of December 31, 2025 and 2024, accounts receivable due from affiliated companies totaled $320,906 and $161,503, respectively. As of December 31, 2025 and 2024, amounts due to affiliated companies totaled $28,814 and $5,288, respectively.

Note 6 – Related Party Transactions – Continued

The Company subleases office space from Painter Bros of Las Vegas noted above. The lease expired on December 31, 2025. Lease expense was $24,500 and $41,059 during the years ended December 31, 2025 and 2024, respectively.

The Company's vice president holds an ownership interest in one franchise, Painter Bros of Boise, from which the Company recognized revenue totaling $16,259 and $21,354 during the years ended December 31, 2025 and 2024, respectively. Accounts receivable due from this franchise totaled $9,033 and $0 as of December 31, 2025 and 2024, respectively.

During the years ended December 31, 2025 and 2024, the Company paid a total of $300,000 and $461,831 in management fees to the majority owner, respectively.

Note 7 – Contingencies

From time to time, the Company is involved in various legal actions arising in the normal course of business. While it is not possible to determine with certainty the outcome of the matters, in the opinion of management, eventual resolution of such claims and actions outstanding at December 31, 2025, will not have a material adverse effect on the Company's financial position or operating results.

Note 8 – Subsequent Events

Subsequent events were evaluated through April 8, 2026, which is the date the financial statements were available to be issued. Management has determined that no material significant events have occurred.

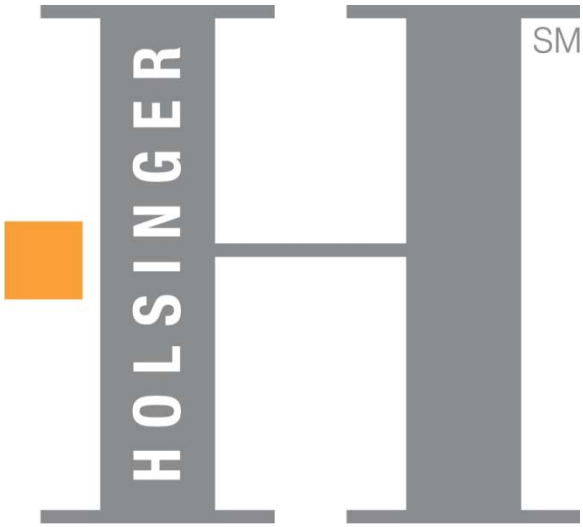
As of the date of this report, the Company has agreements in place with three franchisees that will commence operations during the year ended December 31, 2026. Two additional franchises closed as of the date of this report.

Outside the box. Within the lines.℠

Financial Statements

PAINTER BROS FRANCHISING, LLC

DECEMBER 31, 2024 AND 2023



Outside the box. **Within the lines.**

PAINTER BROS FRANCHISING, LLC
DECEMBER 31, 2024 AND 2023

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INDEPENDENT AUDITORS' REPORT

To the Members
Painter Bros Franchising, LLC
Lehi, Utah

Opinion

We have audited the accompanying financial statements of Painter Bros Franchising, LLC (the "Company") (a Utah Limited Liability Company), which comprise the balance sheet as of December 31, 2024, and the related statements of operations and members' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Painter Bros Franchising, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our 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 financial statements of the Company as of December 31, 2023, were audited by other auditors whose report dated March 22, 2024 expressed an unmodified opinion on those statements.

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MSI Global Alliance Independent Member Firm

Responsibilities of Management for the Financial Statements

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

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

Auditors' 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 auditors' 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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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.

Holsinger P.C.

Wexford, Pennsylvania
April 16, 2025

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PAINTER BROS FRANCHISING, LLC
BALANCE SHEETS

ASSETS

	As of December 31, 2024	As of December 31, 2023
Current Assets:		
Cash and cash equivalents	$ 818,774	$ 224,447
Accounts receivable	483,844	72,247
Related party receivables	161,503	22,509
Other receivable	22,411	-
Prepaid expenses	7,596	49,998
Contract assets	321,660	117,560
Total Current Assets	1,815,788	486,761
Contract assets	2,635,330	1,009,696
Property and Equipment, net	1,181	13,749
Total Assets	$ 4,452,299	$ 1,510,206

LIABILITIES AND MEMBERS' EQUITY (DEFICIT)

Current Liabilities:		
Accounts payable	$ 158,498	$ 227,131
Related party payables	5,288	-
Accrued payroll	19,595	6,173
Accrued broker fees	455,000	-
Other accrued liabilities	90,000	-
Deferred revenue	474,505	169,165
Total Current Liabilities	1,202,886	402,469
Deferred Revenue, net of current portion	3,827,259	1,389,951
Total Liabilities	5,030,145	1,792,420
Members' Equity (Deficit)	(577,846)	(282,214)
Total Liabilities and Members' Equity	$ 4,452,299	$ 1,510,206

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

PAINTER BROS FRANCHISING, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)

	Years Ending December 31,	
	2024	2023
Revenues:		
Royalties and Administration	$ 703,749	$ 185,365
Advertising	155,394	79,428
Franchise sales	311,468	83,093
Services and other	463,379	83,410
Total Revenues	1,633,990	431,296
Operating Expenses:		
Payroll and benefits	143,336	184,093
Rent	37,559	10,903
Advertising	157,170	149,657
Travel and meals	73,315	70,294
Depreciation and amortization	12,568	17,499
Professional fees	488,424	114,672
Broker fees	206,834	47,844
Administrative	328,141	40,258
Insurance	11,595	9,541
Credit losses	5,150	-
Total Operating Expenses	1,464,092	644,761
Total Income (Loss) from Operations	169,898	(213,465)
Other Income (Expense):		
Interest income	34	3,577
Interest expense	(4,067)	(7,502)
Miscellaneous	334	47,413
Total Other Income (Expense)	(3,699)	43,488
Net Income (Loss)	166,199	(169,977)
Members' Equity (Deficit), Beginning of Year	(282,214)	(60,875)
Contributions	-	122,000
Distributions	(461,831)	(173,362)
Members' Equity (Deficit), End of Year	$ (577,846)	$ (282,214)

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

PAINTER BROS FRANCHISING, LLC
STATEMENTS OF CASH FLOWS

	Years Ending December 31,	
	2024	2023
Operating Activities:		
Net Income (Loss)	$ 166,199	$ (169,977)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:		
Depreciation and amortization	12,568	17,499
Credit losses	5,150	-
Member distribution of property and equipment	-	89,487
Changes in assets and liabilities:		
Accounts receivable	(439,158)	(74,815)
Related party receivables	(138,994)	9,572
Prepaid expenses	42,402	(12,548)
Contract assets	(1,829,734)	(1,127,256)
Accounts payable	(68,633)	181,226
Related party payables	5,288	(22,000)
Accrued payroll	13,422	389
Accrued broker fees	455,000	-
Other accrued liabilities	90,000	(13,407)
Deferred revenue	2,742,648	1,356,557
Net Cash Provided by Operating Activities	1,056,158	234,727
Financing Activities:		
Member contributions	-	122,000
Member distributions	(461,831)	(173,362)
Net Cash Used in Financing Activities	(461,831)	(51,362)
Change in Cash	594,327	183,365
Cash - Beginning of Period	224,447	41,082
Cash - End of Period	$ 818,774	$ 224,447

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

Note 1 – Nature of Operations

Painter Bros Franchising, LLC (the "Company"), was organized in the State of Utah on January 4, 2017, as a limited liability company and has an unlimited life. The Company was organized to engage in the business of franchising in the painting industry throughout the United States of America.

Each franchisee is required to pay the Company an initial franchise fee as well as periodic royalty and advertising fees. The royalty and advertising fees are determined by a percentage of gross sales. The Company provides training, resources, and support to the franchisees.

Note 2 – Summary of Significant Accounting Policies

Basis of Accounting – The Company uses the accrual basis of accounting in accordance with U.S. GAAP, whereby revenue is recognized when earned and expenses are recorded as incurred.

Cash – The Company maintains cash at a financial institution which is fully insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000. From time-to-time amounts exceed FDIC limits.

Accounts Receivable – Accounts receivable are carried at their estimated collectable amounts. The Company's trade accounts receivable are generally short-term in nature; thus accounts receivable do not bear interest. Collectability of receivables is periodically assessed based up on the past credit history with customers and their current financial condition, providing the basis for the allowance for credit losses accounts and related credit loss expense. The allowance for credits losses was $47,151 and $5,000 for the years ended December 31, 2024 and 2023, respectively.

Property and Equipment – Property and equipment are stated at cost less accumulated depreciation. Depreciation is calculated using the straight-line method based on the estimated useful lives of the assets ranging from three to four years. Maintenance and repairs of property are expensed as incurred. The cost of property and equipment retired, or otherwise disposed of, and the related accumulated depreciation are removed from the account and any resulting gain or loss is reflected on the statements of operations and members' equity (deficit). Additions, renewals, and betterments that materially extend the useful life of an asset are capitalized as a cost of the related assets. Depreciation expense for the years ended December 31, 2024 and 2023 was $12,568 and $17,499, respectively.

Property and equipment are evaluated for impairment whenever events or changes in circumstances that indicate the carrying value of an asset may not be recoverable from estimated future cash flows. If estimated cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of the assets. Management determined that no asset impairment existed during the years ended December 31, 2024 and 2023.

Contract Assets – Contract assets consist of unamortized broker fees that were an incremental cost of obtaining a franchise sale contract. Contract assets are amortized over the franchise support service term, which is expected to be ten years. Unpaid broker fees are included as accrued broker fees on the balance sheet.

Deferred Revenue – Deferred revenue consists of the portion of franchisee fees for which performance obligations have not yet been fulfilled. Deferred revenue is amortized over the franchise support service term, which is expected to be ten years.

Note 2 – Summary of Significant Accounting Policies – Continued

Leases – The Company has a lease arrangement with a related party (see Note 4) for office space. The Company assesses whether an arrangement qualifies as a lease (i.e., conveys the right to control the use of an identified asset for a period of time in exchange for consideration) at inception and only reassesses its determination if the terms and conditions of the arrangement are changed. Leases with an initial term of twelve months or less are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term. As most of the Company's leases do not provide an implicit rate, the Company uses federal risk-free rate at the commencement date in determining the present value of lease payments. The lease has a remaining lease terms of one year and is not likely to renew. The exercise of lease renewal options is at the Company's sole discretion. The depreciable life of assets and leasehold improvements are limited by the expected lease term unless there is a transfer of title or purchase option reasonably certain of exercise.

Fair Value of Financial Instruments – The recorded accounts receivable, related party accounts receivable, prepaid expenses, accounts payable, related party accounts payable, and accrued payroll approximate fair value due to the short-term nature of the financial instruments.

Revenue Recognition – The following describes principal activities, separated by major product service, from which the Company generates its revenues:

Initial Franchise Fees – Franchise fees are generally paid at the time a new franchise is purchased. The Company fulfills its performance obligations related to providing training and support over the course of the franchise agreement. The Company recognizes franchisee sale revenue ratably over the life of the franchise agreement, which ranges from five to ten years. Initial franchise fees are as follows:

Number of Franchised Businesses	Initial Franchise Fee, in Total
One	$65,000
Three	$112,000
Five	$245,000

Franchise Royalties and Administration – Royalties and administration fees are assessed on a monthly basis, based on a contracted percentage (5%) of the franchisee's gross sales (as defined in the franchise agreement). Royalties and administration fees are recognized as revenue monthly.

Advertising – Advertising fees are assessed on a monthly basis, based on a contracted percentage (2%) of the franchisees gross sales (as defined in the franchise agreement). Additional optional advertising fees are charged for services requested outside the scope of the franchise agreement. The Company provides advertising services and support on an ongoing basis. Advertising fees are recognized as revenue monthly.

Service and Other – Service and other revenue primarily consists of software and conference fees. The Company recognizes revenue related to services and other at a point in time, when the services are completed, or the goods are provided.

Note 2 – Summary of Significant Accounting Policies – Continued

Income Taxes – The Company's taxable status, as determined by management, is a pass-through entity and the Company has no recorded liability for uncertain tax positions. Therefore, no provision for income tax is included in the financial statements. Management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

Advertising Costs – Advertising costs are charged to operations when the advertising first takes place. Advertising expense for the years ended December 31, 2024 and 2023 was $157,170 and $149,657, respectively.

Use of Estimates – The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Note 3 – Franchising

The Company grants franchise licenses to prospective franchisees. The initial term of each license begins on the effective date of the franchise agreement and ends on the fifth or tenth anniversary thereof. Upon expiration of the initial term, and subject to certain requisites, the franchisee has the option to renew the franchise agreement for additional ten-year periods.

During the year ended December 31, 2024, the Company sold twenty-one franchises. The number of franchised outlets in operation was twenty-seven and twenty-four at December 31, 2024 and 2023, respectively. No franchises closed during the years ended December 31, 2024 or 2023.

Note 4 – Related Party Transactions

During the years ended December 31, 2024 and 2023, the Company received revenue from affiliated companies of $484,372 and $240,094, respectively. This revenue represented 30% and 56% of total revenues during the years ended December 31, 2024 and 2023, respectively. During the years ended December 31, 2024 and 2023, the Company reimbursed salaries for shared employees and purchased rent and software from affiliated companies totaling $145,865 and $13,503, respectively. As of December 31, 2024 and 2023, accounts receivable due from affiliated companies totaled $161,503 and $22,509, respectively. As of December 31, 2024 and 2023, amounts due to affiliated companies totaled $5,288 and $0, respectively.

The Company subleases office space from one of the affiliated company's noted above. The lease expires on December 31, 2025. Lease expense was $41,059 and $10,903 during the years ended December 31, 2024 and 2023, respectively.

The Company's vice president holds an ownership interest in one franchise, from which the Company recognized revenue totaling $21,354 and $14,069 during the years ended December 31, 2024 and 2023, respectively. Accounts receivable due from this franchise totaled $0 and $4,468 as of December 31, 2024 and 2023, respectively.

Note 5 – Subsequent Events

Subsequent events were evaluated through April 16, 2025, which is the date the financial statements were available to be issued. Management has determined that no material significant events have occurred.

As of the date of this report, the Company has agreements in place with six franchisees that will commence operations during the year ended December 31, 2025. No franchises closed as of the date of this report.

Balance Sheet

PAINTER BROS FRANCHISING, LLC

As of Apr 15, 2026

	TOTAL
Assets	
Current Assets	
Bank Accounts	
1000 Franchising Checking (3739)	250,713.63
1005 Savings (9057)	546.40
Total for Bank Accounts	**$251,260.03**
Accounts Receivable	
1100 Accounts Receivable	437,730.25
1101 Accounts Receivable - Related Party	161,502.89
Total for Accounts Receivable	**$599,233.14**
Other Current Assets	
1200 Allowance for Bad Debts	-4,151.13
1205 Employee Receivables	0.00
1215 Oregon Receivable	0.00
1220 Painter Bro Vegas Receivable	0.00
1225 Painter Bros Utah Receivable	0.00
1230 Prepaid Expense	45,909.75
1240 Undeposited Funds	6,380.29
1245 ZT Investments Receivable	177,262.28
1250 FCC Identity Theft Case Receivable	22,411.42
1255 Contract Asset - Current	430,360.20
1500 Due from PBLV	0.25
Total for Other Current Assets	**$678,173.06**
Total for Current Assets	**$1,528,666.23**
Fixed Assets	
1300 Vehicle	0.00
1301 Leasehold Improvements	0.00
1305 Volanti Display	8,497.50
1399 Accumulated Depreciation	-8,497.50
1406 Accumulated Amortization - Contract Asset	-1,078,703.36
Total for Fixed Assets	**-$1,078,703.36**
Other Assets	
1405 Accumualted Amortization	-31,500.00
1430 Contract Asset	4,303,600.00
1431 Current Portion Contract Asset – Offset	-430,360.20
1435 Software Development	
1440 NCAMEO 10/27/22	0.00
1445 NCAMEO 5/2022	0.00
1450 ProNexis Integration - not complete as of 12/31/23	0.00
1455 Regalix - 7/15/2023	0.00
Total for 1435 Software Development	**$0.00**

Balance Sheet

PAINTER BROS FRANCHISING, LLC

As of Apr 15, 2026

	TOTAL
1460 Website	
1465 Scorpion 10/1/22	25,000.00
1470 SEOteric 1/1/21	6,500.00
Total for 1460 Website	**$31,500.00**
Total for Other Assets	**$3,873,239.80**
Total for Assets	**$4,323,202.67**
Liabilities and Equity	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	11,965.69
2001 Accounts Payable - Related Party	0.00
Total for Accounts Payable	**$11,965.69**
Credit Cards	
2100 Credit Card 9709 Control Account	$301.17
B. HEESCH (8096) - 4	0.00
K. MADSEN (...4320)	0.00
W. Stephen (7319)	0.00
Z.TANNER CC (9709)	0.00
Total for 2100 Credit Card 9709 Control Account	**$301.17**
2105 Ramp Card	-891.60
Total for Credit Cards	**-$590.43**
Other Current Liabilities	
2200 Accrued Expenses	0.00
2205 Accrued Payroll Liabilities	0.00
2210 Child Support Liability	0.00
2215 Deferred Revenue	4,852,566.24
2220 Income in Litigation - Profit Stars	0.00
2225 Max Giving Liability	0.00
2235 Out Of Scope Agency Payable	0.00
2240 Owner Draws Match	0.00
2245 Payroll Liability	0.00
2250 PPP/SBA Loan	0.00
2260 Utah State Tax Commission Payable	0.00
2265 ZT Investments Loan	0.00
2270 Accrued Contract Asset Payable	1,000.00
2275 FCC Fraud Liability	0.00
2280 Deferred Revenue - Current	0.00
2285 Deferred Revenue - Annual Conference	0.00
Total for Other Current Liabilities	**$4,853,566.24**
Total for Current Liabilities	**$4,864,941.50**
Total for Liabilities	**$4,864,941.50**

Balance Sheet

PAINTER BROS FRANCHISING, LLC

As of Apr 15, 2026

	TOTAL
Equity	
3010 Owner's Distribution - ZT Investments (80%)	0.00
3015 Owner's Investment	122,000.00
Opening Balance Equity	0.00
3999 Retained Earnings	-595,534.48
Net Income	-68,204.35
Total for Equity	**-$541,738.83**
Total for Liabilities and Equity	**$4,323,202.67**

Profit and Loss

PAINTER BROS FRANCHISING, LLC

January 1-April 15, 2026

	TOTAL
Income	
4005 Advertising Fee Income	45,532.95
4015 Conference & Seminar Fees - per FDD	118,800.00
4050 Franchise Purchase Income	232,676.07
4055 Franchise Royalties Income	113,832.42
4075 Services	10,250.00
4080 Software fee income (Technology Fee)	73,804.00
4099 Uncategorized Income	7,398.40
Total for Income	**$602,293.84**
Gross Profit	**$602,293.84**
Expenses	
6000 Advertising & Marketing	10,946.64
6020 Auto Expense	
6025 Fuel Expense	38.51
Total for 6020 Auto Expense	**$38.51**
6040 Bank Charges & Fees	$2,684.83
6045 QuickBooks Payments Fees	1,448.52
Total for 6040 Bank Charges & Fees	**$4,133.35**
6055 Conferences Expenses	141,710.26
6060 Contract Labor (1099)	100,349.73
6070 Dues & Subscriptions	3,000.00
6085 Insurance	10,261.39
6090 Insurance (Dental,Vision,Health)	2,114.47
6100 Legal & Professional Services	$185.90
6105 Accounting	31,793.00
6115 Consulting	7,400.00
6120 Legal	11,776.94
Total for 6100 Legal & Professional Services	**$51,155.84**
6125 Meals	4,611.16
6130 Office Supplies & Software	125,576.42
6135 Other Business Expenses	5,118.46
6140 Payroll Expense	
6145 Payroll Processing Fees	1,331.94
6150 Payroll Taxes	4,050.32
6155 Wages and Salaries	42,486.47
6170 Worker's Compensation	146.40
Total for 6140 Payroll Expense	**$48,015.13**
6175 Postage & Delivery	113.63
6185 Rent & Lease	16,071.00
6205 Travel	17,033.69
6215 Uncategorized Expense	1,500.00
6300 Management Fees	128,750.00
Total for Expenses	**$670,499.68**
Net Operating Income	**-$68,205.84**

Profit and Loss

PAINTER BROS FRANCHISING, LLC

January 1-April 15, 2026

	TOTAL
Other Income	
7010 Interest Income	1.49
Total for Other Income	**$1.49**
Net Other Income	**$1.49**
Net Income	**-$68,204.35**

EXHIBIT "C"
TO THE FDD

SCHEDULE OF FRANCHISEES:
(as of December 31, 2024)

1. Franchisees

State	Market	Franchisee	Address	Phone
Arizona[1]	Scottsdale	Painter Bros of Scottsdale	8040 East Del Tornasol Drive Scottsdale, AZ 85258	(347) 403-8395
Arizona[2]	Phoenix	Painter Bros of Central Phoenix	To be determined	To be determined
California[1]	Orange County	Painter Bros of North Orange County	4611 E Bradford Ave. Orange County, CA 92867	(949) 466-3221
California[2]	Thousand Oaks	Painter Bros of Thousand Oaks	152 Urbana Ave. Newbury Park, CA 91320	(818) 679-2894
Colorado[1]	Colorado Springs	Painter Bros of Colorado Springs	8844 Wolf Lake Dr Colorado Springs, CO 80924	(719) 306-2466
Colorado[1]	East Denver	Painter Bros of East Denver	35025 Cherokee Trail Elizabeth, CO 80107	(303) 435-0826
Colorado[2]	South Denver	Painter Bros of South Denver	10223 Aldenbridge Court, Highlands Ranch, CO 80126	(303) 210-8120
District of Colombia[2]	District of Columbia	Painter Bros of DMV	2519 Baldwin Crescent NE Washington, DC 20018	(571) 383-0355
Florida[2]	Doral	Painter Bros of Doral	5096 NW 113th P1 Doral, FL 33178	+52 (554) 349-0296
Florida[1]	Fort Lauderdale	Painter Bros of Fort Lauderdale	4040 Palmetto Trail Weston, FL 33331	(646) 591-1612
Florida[2]	Miami	Painter Bros of Miami	14931 SW 9th Street Sunrise, FL 33326	(954) 696-9910
Florida[1]	Orlando	Painter Bros of Orlando	3829 Island Green Way Orlando, FL 32824	(407) 383-8691

Florida[2]	Boca Raton	Painter Bros of Boca Raton	13745 Via Aurora, Delray Beach, FL 33484	(516) 902-0818
Florida[2]	Sarasota	Painter Bros of Sarasota	185 Bright Ibis Ave. Apolo Beach, FL 33572	(941) 962-9588
Georgia[2]	Decatur	Painter Bros of Decatur	352 W Parkwood Rd Decatur, GA 30030	(470) 442-4013
Idaho[2]*	Boise	Bailey Rayner; Eagle Omni Contractors, LLC	3118 W Kandice St Meridian, ID 83646	(208) 968-8699
Illinois[2]	Chicago	Painter Bros of Northwest Chicago	1556 Sherman Pl Des Plaines, IL 60016	(331) 575-6344
Illinois[1]	Chicago	Painter Bros of North Chicago	4761 N Redwood Dr, Norridge, IL 60706	(618) 318-6317
Indiana[2]	Indianapolis	Painter Bros of Indianapolis	10098 Sundown Ln Avon IN 46123	(317) 412-8521
Kentucky[2]	Louisville	Painter Bros of East Louisville	2815 Six Mile Lane Louisville, Kentucky 40220	(502) 314-8083
Maryland[2]	Maryland	Painter Bros of DMV	2519 Baldwin Crescent Ne Washington, DC 20018	(571) 383-0355
Massachusetts[1]	Boston	Painter Bros Metrowest Boston	To be determined	(215) 840-9037
Minnesota[2]	Minneapolis	Painter Bros of The Twin Cities Southeast	2133 Upper Saint Dennis Road Saitn Paul, MN. 55116	(651) 270-0629
New Mexico[2]	Albuquerque	Painter Bros of Albuquerque	2202 Chessman Dr. NE Rio Rancho, NM 87124	(505) 238-9149
New York[2]	Staten Island	Painter Bros of Staten Island	3261 Richmond Ave Ste. 306 Staten Island, NY 10312	(718) 614-0366
New York[1]	White Plains	Painter Bros of Westchester	To be determined	(914) 310-1720
North Carolina	Cary	Stefan Zandelin; Z Contractors, Inc	403 Cary Pines Drive Cary, NC 27513	(814) 659-5684
North Carolina[1]	Charlotte	Painter Bros of Northwest Charlotte	1343 Cole Ave. Rock Hill, SC 29732	(770) 330-9909
North Carolina[2]	Charlotte	Painter Bros of South Charlotte	2004 Shalford Ln. Matthews, NC 28104	(980) 254-1237
North Carolina[2]	Raleigh	Painter Bros of Raleigh	305 Stablegate Dr. Cary, NC 27513	(919) 434-3189
Ohio[1]	Akron	Painter Bros of Akron	3193 Ethan Allen Rd. Barberton, OD 44203	(330) 607-5823

Ohio[1]	Colombus	Painter Bros of Columbus	3770 Schirtzinger Road, Hilliard, OH 43026	(614) 363-8081
South Carolina[1]	Greenville	Painter Bros of Greenville	22 Belfrey Dr. Greer, SC 29650	(864) 385-0078
Tennessee[1]	Nashville	Painter Bros of Nashville	108 Duluth Ave, Nashville, TN 37209	(423) 432-7080
Texas[1]	Austin	Painter Bros of South Austin	12325 Shadow Creek PKwy apt 128 Pearland Tx 77584	(325) 226-5186
Texas[1]	North Dallas	Painter Bros of North Dallas	5604 Las Lomas Ln. Denton, TX 76208	(469) 407-4405
Texas[2]	San Antonio	Painter Bros of San Antonio	11815 Vane Jackson Rd. San Antionio, TX 78230	+52 (871) 234-5557
Texa[1]	Woodlands	Painter Bros of The Woodlands	2206 Willow Point Drive Kingwood, TX 77339	(802) 377-2205
Texas[2]	Sugarland	Painter Bros of Sugarland	To be determined	(956) 655-2554
Texas[1]	McKinney	Painter Bros of McKinney	4101 Monterey Pine Pl, McKinney, TX 75071	(312) 687-5125
Texas[1]	Forth Worth	Painter Bros of Fort Worth	5596 Davis Blvd. Ste 100, North Richland Hills, TX 76180	(214) 909-8118
Texas[2]	San Antionio	Painter Bros of Greater San Antonio	27220 Highland Crest, San Antonio, TX, 78260	(980) 621-5779
Texas[2]	Austin	Painter Bros of Round Rock	11815 Vane Jackson Rd. San Antionio, TX 78230	+52 (871) 234-5557
Texas[1]	Dallas	Painter Bros of North Central Dallas	11716 Roaring Fork Trl, Aubrey, TX 76227	(940) 594-2876
Virginia[1]	Williamsburg	Painter Bros of Hampton Roads	801 Lantern Place, Williamsburg, VA 23185	(904) 338-1931

[1] Denotes a full-time franchisee

[2] Denotes a part-time franchise

* Temporarily dormant

2. Closed Franchises. Below are the franchisees that have been terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement in the last fiscal year. This franchisee never opened its territory and was terminated in the same year it purchased a franchise.

State	City	Franchisee Name	Phone / Email
Texas	Humble	Painter Bros of Humble	(936) 827-6171
Texas	Plano	Painter Bros of East Dallas	+52 899-956-1868

Texas	Austin	Painter Bros of West Lake Hills	(561) 235-9669
Pennsylvania	Philadelphia	Painter Bros Philadelphia Suburbs	(610) 844-8433

FRANCHISES THAT SIGNED A FRANCHISE AGREEMENT BUT HAVE NOT OPENED AS OF DECEMBER 31, 2025

State	Market	Franchisee	Address of Outlet	Phone / Email
Massachusetts	Boston	Painter Bros Metrowest Boston	To be determined	(215) 840-9037
New York	White Plains	Painter Bros of Westchester	To be determined	(914) 310-1720
Texas	Austin	Painter Bros of South Austin	To be determined	(325) 226-5186
Arizona	Phoenix	Painter Bros of Central Phoenix	To be determined	To be determined

EXHIBIT "D"
TO THE FDD

LIST OF AGENTS FOR SERVICE OF PROCESS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation	Department of Financial Protection and Innovation	651 Bannon Street, Ste 300 Sacramento, CA 95811	(916) 445-7205 (866) 275-2677 www.dfpi.ca.gov ask.DFPI@dfpi.ca.gov
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Suite 315, West Tower, Atlanta, GA 30334	
Hawaii	Commissioner of Securities	Department of Commerce and Consumer Affairs Business Registration Division, Securities Compliance Branch	335 Merchant Street, Room 203, Honolulu, HI 96813	(808) 586-2722
Illinois	Chief, Franchise Division	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4465
Indiana	Indiana Secretary of State		210 State House, Indianapolis, IN 46204	
Maryland	Maryland Securities Commissioner	Division of Securities; Office of Attorney General	200 St. Paul Place, 20th Floor, Baltimore, MD 21202-2020	(410) 576-6360
Michigan	Antitrust and Franchise Business	Michigan Department of the Attorney General's Office; Franchise Administrator; Consumer Protection Division	6546 Mercantile Way, Lansing, MI 48910	(517) 373-7117
Minnesota	Commissioner of Commerce	Minnesota Department of Commerce	85 7th Place East, Suite 280, St. Paul, MN 55101	(651) 539-1600
New York	Secretary of State		99 Washington Avenue, Albany, NY 12231	(518) 473-2492
North Dakota	Insurance & Securities Department	Insurance Commissioner	600 East Boulevard Ave., Bismarck, ND 58505-0510	(701) 328-2910
Oregon	Director of Insurance & Finance	Business Service Division of Finance and Corporate Securities Labor and Industries Building	Salem, OR 97310	(503) 378-4387
Rhode Island	Chief Securities Examiner of Business Regulation	Department of Business Regulation Securities Division	1511 Pontiac Avenue, John O. Pastore Complex	(401) 462-9527

			– Building 69-1, Cranston, RI 02920	
South Dakota	Division of Insurance	Securities Regulation	124 South Euclid Avenue, 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563
Virginia	Clerk of the State Corporation Commission		1300 East Main Street, 1st Floor, Richmond, VA 23219	
Washington	Director	Department of Financial Institutions	150 Israel Road SW, Tumwater, WA 98501	(360) 902-8760
Wisconsin	Wisconsin Commissioner of Securities	Franchise Investment Division	101 East Wilson Street, Fourth Floor, Madison, WI 53702	

If a state is not listed, Painter Bros Franchising, LLC has not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which Painter Bros Franchising, LLC has appointed an agent for service of process.

EXHIBIT "E"
TO THE FDD

LIST OF STATE AGENCIES RESPONSIBLE FOR FRANCHISE DISCLOSURE/REGISTRATION LAWS

STATE	CONTACT	DEPARTMENT	ADDRESS	PHONE NUMBER
California	Commissioner of Financial Protection and Innovation www.dfpi.ca.gov ask.DFPI@dfpi.ca.gov	Department of Financial Protection and Innovation	Sacramento: 651 Bannon Street, Ste 300, Sacramento, CA 95811 San Diego: 1455 Frazee Road Suite 315, San Diego, CA 92108 San Francisco: One Sansome Street, Ste. 600, San Francisco, CA 94101 Los Angeles: 320 West 4th Street, Ste. 750, Los Angeles, CA 90013-2344	Sacramento: (916) 445-7205 San Diego: (619) 525-4233 San Francisco: (415) 972-8559 Los Angeles: (213) 576-7500 Toll Free: (866) 275-2677
Connecticut	Securities and Business Investment Division	Connecticut Department of Banking	260 Constitution Plaza, Hartford, CT 06103-1800	(860) 240-8233
Florida	Division of Consumer Services	Department of Agriculture and Consumer Services	P.O. Box 6700, Tallahassee, FL 23214-6700	(805) 488-2221 Fax: (805) 410-3804
Georgia	Secretary of State of Georgia	Corporations Division	2 Martin Luther King Jr. Dr., SE, Ste. 315, West Tower, Atlanta, GA 30334	
Hawaii	Business Registration Division, Commissioner of Securities	Department of Commerce and Consumer Affairs	P.O. Box 40, Honolulu, HI 96810	(808) 586-2744
Illinois	Franchise Bureau	Office of Attorney General	500 South Second Street, Springfield, IL 62706	(217) 782-4436
Indiana	Franchise Section	Indiana Securities Division, Secretary of State	302 West Washington Street, Room E-111, Indianapolis, IN 46204	(317) 232-6681
Iowa	Iowa Securities Bureau		340 Maple, Des Moines, Iowa 50319-0066	(515) 287-4441
Maryland	Office of the Attorney General	Division of Securities	200 St. Paul Place, 20th Floor, Baltimore Maryland 21202-2020	(410) 576-6360
Michigan	Michigan Attorney General's Office	Consumer Protection Division; Attn: Franchise Section	525 West Ottawa Street, Williams Building, 6th Floor, Lansing, MI 48933	(517) 373-7117

Minnesota	Minnesota Department of Commerce	Securities – Franchise Registration	85 7th Place East, Suite 280, St. Paul, Minnesota 55101-2198	(651) 539-1600
Nebraska	Bureau of Securities/Financial Institutions Division	Department of Banking and Finance	1526 K Street, Suite 300, Lincoln, NE 68508-2732	(402) 471-3445
New York	NYS Department of Law	Investor Protection Bureau	28 Liberty St. 21st Floor, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Insurance & Securities Department		600 East Boulevard Avenue, Bismarck, ND 58505-0510	(701) 328-2910
Oregon	Division of Finance and Corporate Securities	Department of Consumer and Business Services	Labor and Industries Building	(503) 378-4140 Fax: (503) 947-7862
Rhode Island	Securities Division	Department of Business Regulation	1511 Pontiac Avenue, John O. Pastore Complex 69-1, Cranston, RI 02920-4407	(401) 462-9527
South Dakota	Division of Insurance	Securities Regulation	124 S. Euclid 2nd Floor, Pierre, SD 57501-3185	(605) 773-3563 Fax: (605) 773-5953
Texas	Secretary of State	Registration Division	P.O. Box 13193, Austin, TX 78711-3193 1719 Brazos, Austin, TX 78707	(512) 475-1769
Utah	Division of Consumer Protection	Utah Department of Commerce	160 East 300 South, SM Box 146704, Salt Lake City, UT 84114-6704	(801) 530-6601 Fax: (801) 530-6001
Virginia	State Corporation Commission	Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor, Richmond, VA 23219	(804) 371-9051
Washington	Department of Financial Institutions	Securities Division	P.O. Box 41200, Olympia WA 98504-1200	(360) 902-8760
Wisconsin	Division of Securities	Department of Financial Institutions	P.O. Box 1768, Madison, WI 53701	(608) 266-2801
Federal Trade Commission	Division of Marketing Practices	Bureau of Consumer Protection	Pennsylvania Avenue at 6th Street, NW, Washington DC 20580	(202) 326-3128

EXHIBIT “F”
TO THE FDD

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EXHIBIT "G"
TO THE FDD

FORM RELEASE AGREEMENT

PAINTER BROS®
RELEASE AGREEMENT
(Form)

This RELEASE AGREEMENT ("Agreement") is made and entered into as of _____ by and between **PAINTER BROS FRANCHISING, LLC**, ("Franchisor") and _____**, LLC/INC.,** _____**, AND** _____ (jointly and severally "Franchisee"). The above will collectively at times be referred to as "Parties" and individually as "Party." Capitalized terms used herein will have the meanings set forth in the Franchise Agreement, unless defined otherwise herein.

RECITALS

WHEREAS, Franchisee entered into a Painter Bros® franchise agreement on _____ with Franchisor ("Franchise Agreement"); and

WHEREAS, the Franchise Agreement was personally guaranteed by _____ and _____ ("Personal Guarantor(s)"); and

WHEREAS, the Franchise Agreement has been terminated effective as of _____.

NOW THEREFORE, in consideration of the recitals, premises and other provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Franchisor, Franchisee and Personal Guarantor(s) hereby agree as follows:

1. Franchisee and Personal Guarantor(s) hereby, fully and irrevocably, release, acquit and forever discharge Franchisor and its successors, affiliates, directors, officers, members, managers, employees, shareholders, representatives and agents and each of them, individually and collectively, of and from any and all claims, demands, obligations, causes of action, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, and in whatever legal theory or form which Franchisee and Personal Guarantor(s) have or claim to have, or at any time heretofore, had or claimed to have had, or which may hereafter accrue or arise, against Franchisor, its successors, affiliates, directors, officers, members, managers, shareholders, employees and agents, and each of them, by reason of, or in any way connected with the Franchise Agreement, the relationship described therein and any business transaction, agreement or occurrence, act or omission relating thereto prior to the date hereof. Franchisee and Personal Guarantor(s) further waive any and all state law provisions limiting the effect of a general release.

2. Franchisee and Personal Guarantor(s) hereby covenant not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim against any person or entity released under Section 1 above with respect to any claim released under Section 1.

3. Franchisee and Personal Guarantor(s) represent that each of them fully understands the broad coverage of the release provisions of this Agreement, and that they execute the same with respect to all claims, causes of action and demands, as set forth above, they have or may have against the Franchisor, fully intending that the provisions hereof be given the broadest interpretation permitted by law or the English language. Franchisee and Personal Guarantor(s) acknowledge and expressly agree that they will make no claim, and hereby waive any right they may now have, or may hereafter have, based upon any alleged oral or written alteration, amendment, or modification of this Agreement, fully waiving any right they may have to refer to extrinsic matters in the interpretation hereof, whether to establish fraud, duress, mistake, undue influence, or for any other purpose.

For California only: These releases are intended to waive, release and discharge all claims, other than those expressly reserved herein, 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.

The parties, with the advice of their respective counsel, waive the benefit of both statute and other legal doctrine or principle of similar effect in any jurisdiction.

4. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for, an injunction against any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this Agreement.

5. Franchisee and Personal Guarantor(s) are reminded of their ongoing obligations under the non-competition clauses of the Franchise Agreement and the Brand Protection Agreement for Principals signed with Franchisor.

6. Miscellaneous.

6.1 Cooperation. Franchisee and Personal Guarantor(s) will make, execute and deliver to Franchisor, promptly upon request and without additional consideration, any document or instrument necessary to carry out and effectuate the purposes of this Agreement.

6.2 Choice of Law and Jurisdiction. This Agreement will be construed in accordance with and all disputes hereunder will be governed by the laws of the state of Utah without giving effect to its conflicts of law provisions. Franchisee, Personal Guarantor(s), and Franchisor hereby irrevocably consent to the exercise of general personal jurisdiction in the courts of record of the state of Utah even though it may be otherwise possible to obtain jurisdiction elsewhere, and we both agree that Salt Lake City, Utah will be the exclusive venue for any litigation between us. Each party waives any objection they may have to the personal jurisdiction of or venue in the state and federal courts of Salt Lake County.

6.3 Arbitration. In the event any controversy or dispute arises between the Parties hereto in connection with, arising from or with respect to the provisions hereof, the relationship of the Parties hereto, or the validity of this Agreement or any provision hereof, such dispute or controversy will, on the request of any Party hereto be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules. All arbitration hearings will be conducted exclusively in Salt Lake City, Utah, and the laws of the state of Utah will govern, without giving effect to its conflicts of law provisions. The arbitrator will have the power and jurisdiction to decide such controversy or dispute solely in accordance with the express provisions of this Agreement. The prevailing Party in any arbitration suit or action to enforce this Agreement, will be entitled to recover the administrative costs of the arbitration proceeding and the fee for the arbitrator. The Parties agree that any claim hereunder will result in an award not more than 120 days from the date of the statement of claim filed with the American Arbitration Association, unless otherwise waived by the Parties. The award and findings of the arbitrators will be conclusive and binding upon all Parties hereto and the judgment upon the award may be entered in any Court of competent jurisdiction.

6.4 Attorneys' Fees and Costs. In the event any action in law or equity or any arbitration or other proceeding is brought for the enforcement of this Agreement or in connection with any of the provisions of this Agreement, the successful or prevailing party or parties will be entitled to reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

6.5 Amendment. This Agreement may be amended, modified or changed only by a written instrument signed by duly authorized representatives of both Parties.

6.6 Company Authority. The persons signing below warrant that they are authorized to enter into this Agreement on behalf of their respective principals identified below and that by their signatures they bind such principals to this Agreement.

6.7 Binding Agreement. This Agreement and all its terms, conditions and stipulations will be binding upon and will inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and permitted assigns.

6.8 Confidentiality. Franchisee and Personal Guarantor(s) agree to maintain this Agreement, the terms hereof, and any and all information obtained or provided by either Party in order to initiate a contractual relationship, in the strictest of confidence.

6.9 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed, emailed pdf or other electronically delivered signature page, each of which will be deemed an original, but all of which together will constitute one and the same document.

6.10 Entire Agreement. This Agreement contains the entire agreement and only understanding between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, agreements and understandings between the Parties and affiliates of the Parties, in connection with the subject matter covered herein, whether oral or written, and any warranty, representation, promise or condition in connection therewith not incorporated herein will not be binding upon either Party. The Parties hereby agree that all prior agreements between the Parties regarding the subject matter hereof are hereby terminated with no continuing duties or obligations on the part of the other Party.

6.11 Paragraph Headings. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, construe or describe the scope, interpretations or extent of such paragraph or in any way affect such paragraph or this Agreement. Words in the masculine gender include the feminine and neuter. Use of the singular will include the appropriate plural numbers.

6.12 Enforceability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, not be effective to the extent of such prohibition, but such prohibition will not invalidate the remaining provisions hereof or affect the validity or enforceability of such provisions in any other jurisdiction.

7. This Agreement will be effective when all the parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it as provided in the signature block below.

8. The Franchisee and Personal Guarantor(s) acknowledge that they have carefully read the foregoing Agreement and know and understand the contents of this Agreement, have been represented by counsel, or had the opportunity to be represented by counsel, and sign this Agreement as their own free act, fully intending to be legally bound thereby.

9. **For franchisees located in Washington only:** this Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and any rule or order adopted thereunder.

[Signatures on the Following Page]

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto acknowledge that they have read, understand and agree to all of the terms and provisions of this Agreement and have caused this Agreement to be executed as of the date provided below written with the full authority of the company principal they represent.

FRANCHISOR:	FRANCHISEE:
PAINTER BROS FRANCHISING, LLC	**_____, LLC/INC.**
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PERSONAL GUARANTOR(S):

By: _____ (print name)_____, personally	By: _____ (print name)_____, personally
Date: _____	Date: _____
By: _____ (print name)_____, personally	By: _____ (print name) _____, personally
Date: _____	Date: _____

[Signature Page to the Release Agreement]

EXHIBIT “H”
TO THE FDD

SIGNING CHECKLIST

Franchise Documents Signing Checklist
The following items need to be filled out, signed, or dated by the party indicated

1. When you receive the FDD

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
FDD Receipt pages	(last 2 pages of the entire FDD packet)	There are two receipt pages at the very end of the FDD. You must sign and date both copies. You will keep the copy labeled "Franchisee Copy" and return the other copy ("Franchisor Copy") to the franchisor.	_____

2. When you sign the Franchise Agreement and its Exhibits

DOCUMENT	PAGE OR SECTION NUMBER	INSTRUCTIONS	CHECK WHEN COMPLETED
Franchise Agreement	(page 1)	Fill in the franchisee name	_____
Franchise Agreement	(page 3)	In first paragraph fill in date and franchisee name.	_____
Franchise Agreement	(page 38)	Fill in the franchisee name, address, and email	_____
Franchise Agreement	(page 45)	**1**. If the franchisee is an entity, (1) fill in the entity name on the line before LLC/INC., and have the president, manager, etc. sign on behalf of the entity. **2**. If there is no entity, the franchisee will sign on the lower lines and print his or her name on the line before "personally."	_____
Territory	Exhibit A-1 (page 46)	If the premises is not already known, this will be filled out and initialed later. Both the franchisee and franchisor will initial and date.	
Territory Map	Exhibit A-1 (page 46)	If you choose to include a map, attach it here. Both the franchisee and franchisor will initial and date.	_____
Company Reps. and Warranties	Exhibit A-2 (page 47-48)	The franchisee must fill in the appropriate fields, date, and sign.	_____
Brand Protection Agreement for Principals	Exhibit A-4 (page 52-56)	Each owner and principal manager of the franchisee must fill out and sign and date a separate form.	_____

Personnel Brand Protection Agreement	Exhibit A-5 (page 57-61)	Franchisee's employees fill in the blanks, date, and sign. Each separate employee needs to sign and date.	_____
ACH Agreement	Exhibit A-6 (page 62)	This must be filled out with all the appropriate bank information and signed.	_____
Guaranty and Assumption of Obligations	Exhibit A-7 (page 63-64)	Franchisee must fill in the date, the name of its entity and the date of the franchise agreement on the first page. The All owners of the with 10% or more in the franchisee (and their spouses) must sign and fill out the signature page.	_____
Digital and Social Media Authorization for Assignment	Exhibit A-8 (pages 65-66)	Fill in franchise name, title, date and signature on page 66.	_____
Franchisee Report	Exhibit A-9 (page 67)	Franchisee must fill out relevant information, sign, and date.	_____
Conversion Franchise Addendum	Exhibit A-10 (pages 68-71)	Fill in franchisee name and date of franchise agreement. Franchisee and franchisor must sign and date last page.	
State Addenda (If applicable)	Exhibit A-11	Sign and date acknowledgment of receipt	_____

3. Items to complete after you sign the franchise agreement.

DOCUMENT	INSTRUCTIONS	CHECK WHEN COMPLETED
Proof of insurance	The franchisee must get and maintain insurance and provide proof of insurance that lists the franchisor as an additional insured. The franchisee must provide this **annually**.	_____
Franchisee's d.b.a.	In the state where your franchise is located, you need to file for a dba or "doing business as" under the name "Painter Bros _____." The blank line will be the city or neighborhood where your franchise is located or as assigned by the franchisor. For example, if your franchise is located in Irvine, California, your filed dba could be "Painter Bros – Irvine." The franchisor must approve your dba before you file it. You must send a copy of the dba filing to the franchisor after it is filed. Please note that a dba is different from your company name if you have a company that is the franchisee. Please note that also you cannot use the name "Painter Bros" as part of your company name.	_____
Franchisee's Entity Documents	Articles of Incorporation or Organization along with Bylaws or Operating Agreement sent to franchisor.	_____

State Effective Dates

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:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
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.

RECEIPT
(Franchisee's Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Painter Bros Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Painter Bros Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state administrator listed in Exhibit "E." Painter Bros Franchising, LLC authorizes the respective state agencies identified on Exhibit "D" to receive service of process for it in the particular state.

The issuance date of this disclosure document is April 15, 2026.

Painter Bros Franchising, LLC is located at 2000 W. Ashton Blvd., Ste. 375, Lehi, Utah 84043. Its telephone number is (800) 644-2514. The names, business addresses, and phone numbers of each franchise seller offering this franchise is:

Name	Address	Phone Number
Bailey Rayner	2000 W. Ashton Blvd., Ste. 375, Lehi, Utah 84043	(385) 535-0944

If your franchise seller's name and contact information is not listed above, please list the name, address, and phone number of the franchise seller below:

_____

I received a disclosure document dated April 15, 2026 that included the following Exhibits:

A. Franchise Agreement and Its Exhibits
B. Financial Statements
C. Schedule of Franchisees
D. List of Agents for Service of Process
E. List of State Agencies Responsible for Franchise Disclosure and Registration Laws
F. Table of Contents for the Operations Manual
G. Form Release Agreement
H. Signing Checklist

Date: _____ By: _____
(Do not leave blank) (Signature)

Title: _____ Name: _____
(If signing on behalf of a company) (Print name)

Please keep this copy for your records.

RECEIPT
(Franchisor's Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Painter Bros Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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G. Form Release Agreement
H. Signing Checklist

Date: _____ By: _____
(Do not leave blank) (Signature)

Title: _____ Name: _____
(If signing on behalf of a company) (Print name)

If you do not sign this receipt via our electronic signature platform, then you need to send us a signed and dated copy. You may return the signed and dated receipt by mailing it to 2000 W. Ashton Blvd., Ste. 375, Lehi, Utah 84003, or by emailing it to info@painterbros.com.