FRANCHISE DISCLOSURE DOCUMENT

THAT 1 PAINTER FRANCHISING LLC
A Texas limited liability company
12357-C Riata Trace Parkway, Suite 150-200
Austin, Texas 78727
(512) 270-0161
Franchise@that1painter.com
www.that1painterfranchise.com

The franchisee will operate a residential and commercial painting and cosmetic repair service business under the "That 1 Painter" trademarks.

The total investment necessary to begin operation of a That 1 Painter franchise ranges from $96,500 to $137,000. This includes $75,500 to $82,000 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of a That 1 Painter multi-unit development business ranges from $145,500 to $264,000. This includes $124,500 to $209,000 that must be paid to the franchisor and/or its affiliate(s).

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 the disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: May 1, 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 F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D 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 That 1 Painter 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 That 1 Painter franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-state dispute resolution**. The franchise agreement requires you to resolve disputes with us by mediation and litigation only in Texas. Out-of-state mediation and litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate and litigate with us in Texas than in your own state.

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

3. **Sales Performance Required**. You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

4. **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.

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

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

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

DISCLOSURE REQUIRED BY THE STATE OF MICHIGAN

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

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

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

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its 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 such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such failure.

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

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

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

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

(i) Failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

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

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

THE FACT 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, franchisee has the right to request an escrow arrangement.

Any questions regarding this notice should be directed to:

Consumer Protection Division
Attn: Katharyn Barron
Michigan Department of Attorney General
525 W. Ottawa Street, 1st Floor
Lansing, Michigan 48933
(517)335-7567

THAT 1 PAINTER FRANCHISING LLC
Franchise Disclosure Document

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

To simplify the language in this disclosure document, the terms "Franchisor", or "we" or "us" means That 1 Painter Franchising LLC, the Franchisor. The terms "we", "us" and "Franchisor" do not include you, the "Franchisee". We refer to the purchaser(s) of a That 1 Painter franchise, as "you" or "Franchisee", whether an individual, a partnership, corporation, or limited liability company. If you are a corporation, partnership or other entity, our Franchise Agreement also will apply to your owners, officers and directors. If you are married and your spouse is not a partner in the franchise business, certain provisions of our Franchise Agreement will also apply to that spouse.

We were formed as a limited liability company in the State of Texas on November 18, 2020. Our principal business address is 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727. We do business under our company name, "That 1 Painter" and its associated design (the "Marks"). We do not own or operate any businesses of the type you will be operating. We have not offered franchises in any other line of business. We only offer franchises which operate under the "That 1 Painter" Marks. We began offering franchises on May 28, 2021.

The principal business addresses of our agents for service of process are shown on Exhibit A.

Our Parents, Predecessors and Affiliates

We have no predecessor company.

Our Parent is ResiBrands LLC, a Texas limited liability company with a principal business address of 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727. ResiBrands was formed on September 8, 2022, and has not offered franchises in this or any other line of business.

We have no predecessors.

We have an affiliated company, Garage Up Franchising, LLC, a Texas limited liability company which was formed on November 14, 2022, and is located at our headquarters. Garage Up Franchising, LLC offers franchises to operate Garage Up businesses offering garage renovation businesses. Garage Up Franchising, LLC began offering franchises in April 2023 and had 14 franchises operating as of December 31, 2025.

We have an affiliated company, Monty's Franchising LLC, a Texas limited liability company, which was formed in December 2023 and is located at our headquarters. Monty's Franchising LLC will offer franchises for handyman and light repair services. Monty's Franchising LLC began offering franchises in March 2025 and had 0 franchises operating as of December 31, 2025.

We have an affiliated company, Action Exteriors Franchising LLC, a Texas limited liability company, which was formed in June 2024 and is located at our headquarters. Action Exteriors Franchising LLC offers franchises to operate Action Exteriors businesses offering residential and commercial roofing and other services. Action Exteriors Franchising LLC began offering franchises in September 2024 and had 4 franchises operating as of December 31, 2025.

We have an affiliated company, Pink's Franchising LLC, a Texas limited liability which was formed on May 10, 2023, and is located at our headquarters. Pink's Franchising LLC offers franchises to operate Pink's Window Services businesses offering window cleaning and pressure washing services. Pink's Franchising LLC began offering franchises in 2023 and had 163 franchises operating as of December 31, 2025.

We have an affiliated company, ResiCreative LLC, a Texas limited liability company, which was formed in September 2022 and is located at our headquarters. ResiCreative LLC is our required advertising vendor. ResiCreative LLC has not offered franchises for sale in this or any other line of business.

We have an affiliated company, GuildFRM, LLC, a Texas limited liability company, which was formed in February 2026 and is located at our headquarters. GuildFRM LLC is currently our required Franchise Relationship Management system. GuildFRM LLC has not offered franchises for sale in this or any other line of business.

We have an affiliated company, ResiStaffing, LLC, a Texas limited liability company, which was formed in January 2024 and is located at our headquarters. ResiStaffing, LLC is currently our optional recruiting company. ResiStaffing, LLC has not offered franchises for sale in this or any other line of business.

The Franchise Offered:

We offer franchises for the right to operate a comprehensive residential and commercial painting and cosmetic repair services business under the That 1 Painter Marks and using our distinctive operating procedures and standards in a Territory (the "Franchised Business"). The Franchised Business will offer painting and certain repair services for residential and commercial structures. The distinguishing characteristics of the Franchised Business include, but are not limited to, our distinctive and uniform trade dress standards, operations procedures, service methods, and methods for management, training, and marketing, all of which may be changed, improved or further developed by us at any time (the "System").

Our standard offering assumes that you will operate the Franchised Business pursuant to a subcontractor model, which assumes that you will subcontract out the painting and cosmetic repair services.

Multi-Unit Offering

We also offer qualified parties the right to enter into a Multi-Unit Addendum to operate the Franchised Business in multiple Territories, which is attached to this Franchise Disclosure Document as Exhibit C (the "Multi-Unit Addendum").

Subject to the terms of the Multi-Unit Addendum, you will be granted the right to execute multiple Franchise Agreements to open and operate the Franchised Business in multiple Territories in accordance with a defined development schedule (the "Development Schedule"). You will execute these Franchise Agreements at the same time as your Multi-Unit Addendum, which is included as Exhibit B to this Disclosure Document. The minimum number of outlets to be opened under a Multi-Unit Addendum is two (2). We will mutually agree upon your Development Schedule and the Development Schedule will depend on factors such as (i) how many Territories you purchase the right to operate in, and (ii) where the Territories are located. While each Territory is typically contiguous with one another, we may, at our discretion, grant you the right to operate the Franchised Business in multiple Territories that are not contiguous to one another.

Market and Competition:

The market for your Franchised Business consists of residential and commercial real estate contractors, independent contractors, and other painting and cosmetic repair service businesses. The market for our services is not seasonal but does have peak periods. The market may also be affected by economic conditions in your designated Territory.

You will compete with painting and cosmetic repair businesses, including national, regional and local companies, offering services similar to those offered by your Franchised Business. There are other painting and cosmetic repair franchises, as well as independent businesses and individual providers that may offer similar services and products.

Industry Specific Regulations:

There are federal, state, and in some cases, local regulations pertaining specifically to the painting industry, the building and construction industry, and your franchise, which vary and can change over time. These regulations pertain to contractor licensing or registration, lead paint removal and disposal, asbestos handling and removal, and hazardous waste handling and disposal. In addition, there are also worker safety laws with which you will have to comply. Among the federal regulations that are applicable to your franchise are the Federal Hazardous Waste Management laws regulating the handling and disposal of wastewater and Occupational Safety and Health Administration ("OSHA") regulations pertaining to worker safety and health in the workplace. OSHA has also issued regulations pertaining to exposure to airborne concentrations of lead above certain levels. On April 22, 2010, the EPA's Renovation, Repair and Maintenance Final Rule went into effect. This RRP details both information that must be given to certain homeowners, as well as processes and procedures that must be followed in homes and other structures built before 1978. See http://www.epa.gov/opptintr/lead/index.html. Many states and municipalities also have laws regulating the handling and disposal of hazardous materials, including paint and solvents, as well as laws and regulations pertaining to worker safety and health in the workplace. There are also many state and local laws, codes, or ordinances regarding contractor licensing and/or registration requirements.

You are responsible for obtaining licenses required in your locality. Accordingly, if you are located in a state with these requirements, you may need to prove that you have the requisite level of experience before you can obtain your license to operate the That 1 Painter Business. One source of information regarding laws and regulations is Painting and Decorating Contractors Association at www.pdca.org. You should consider both the effect of any such laws and regulations on your business and the cost of compliance.

There are federal, state and possibly local laws covering how to classify workers, for example, whether as independent contractors or employees, or as exempt or non-exempt, for different purposes, such as tax, wage and hour laws, unemployment compensation and workers' compensation. These laws and regulations can vary from state to state, city to city and at the federal level, and could affect, in some instances materially, the operation of your That 1 Painter Business.

ITEM 2: BUSINESS EXPERIENCE

CEO and Founder: Steven Montgomery

Company Name	Title	Dates Employed	Location
That 1 Painter Franchising, LLC	CEO and Founder	November 2020 – Present	Austin, Texas
ResiBrands, LLC	CEO and Founder	September 2022 - Present	Austin, Texas
That 1 Painter Holdings, LLC	CEO and Founder	November 2020 – Present	Austin, Texas
ResiCreative LLC	CEO and Founder	September 2022- Present	Austin, Texas
ResiConnect, LLC	CEO and Founder	September 2022 – Present	Austin, Texas
Garage Up Franchising, LLC	CEO and Founder	November 2022 - Present	Austin, Texas
Pink's Franchising, LLC	CEO and Founder	May 2023 – Present	Austin, Texas
Monty's Franchising, LLC	CEO and Founder	December 2023 – Present	Austin, Texas
Action Exteriors Franchising LLC	CEO and Founder	June 2024 - Present	Austin, Texas

Brand President: Tyler Colby

Company Name	Title	Dates Employed	Location
ResiBrands, LLC	Brand President	December 2024 – Present	Austin, Texas
C + R Ventures LLC	President	September 2017 – November 2024	Redding, California
C + R Ventures LLC	Consultant	September 2017 – April 2023	Justin, Texas

General Counsel: Anthony Sutter

Company Name	Title	Dates Employed	Location
ResiBrands, LLC	General Counsel	October 2024 - Present	Austin, TX
Inspire Brands	Director Franchising	April 2023 - July 2024	Atlanta, GA
WeWork	Senior Counsel, Global Franchising	June 2022 – April 2023	New York, NY
The Alternative Board	General Counsel & Secretary	May 2021 – August 2022	Superior, CO
Roma Corp, Inc	General Counsel & Secretary	April 2017 – May 2020	Orlando, FL

Senior Vice President, Marketing, Innovation & Growth: Connor Charland

Company Name	Title	Dates Employed	Location
ResiBrands, LLC	SVP, Marketing, Innovation & Growth	January 2024 - Present	Austin, TX
Home Box Office	Producer	September 2017 - April 2023	New York, New York

Vice President of Marketing: Benjamin Garrett

Company Name	Title	Dates Employed	Location
ResiBrands, LLC	VP of Marketing	July 2024 – Present	Austin, TX
New Point Media Group	Director of Marketing	April 2020 – April 2024	New York, NY

ITEM 3: LITIGATION

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

Franchise Agreement

Initial Franchise Fee

We will charge you an initial franchise fee ("Initial Franchise Fee") when you sign the Franchise Agreement. The Initial Franchise Fee is $59,000. This payment is fully earned by us and due in a lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstance.

Initial Training Fee / Regional Director Training

We will charge you an Initial Training Fee of $1,500 per individual that will attend the training. The Initial Training Fee is due in a lump sum when you sign the Franchise Agreement and is not refundable under any circumstances. You are responsible for travel and other related training expenses for your trainees. Typically, 1-2 individuals attend the training program per territory for a total of $1,500 - $3,000.

For franchisees who choose to purchase five or more Territories (as described more fully in Item 15), an additional $3,500 training fee will be applied for training their Regional Director.

Grand Opening Advertising

You are required to spend between $10,000 and $15,000 90 days prior to the launch of your Franchised Business or 90 days following the launch of your Franchised Business. While neither

we nor our affiliate currently collect any of the Grand Opening Advertising, we reserve the right to do so in the future.

If you operate the Franchised Business with five or more Territories, you will spend between $50,000 to $75,000 on Grand Opening Advertising.

Marketing Development Fee

Upon execution of the Franchise Agreement, we will charge you a Marketing Development Fee of $5,000 to cover initial webpage development, localized SEO, customized graphics and design, custom ad development and copy.

If you operate the Franchised Business with five or more Territories, you will spend between $5,000 to $25,000 on the Marketing Development Fee.

Discounts

From time to time, we may offer special incentive programs as part of our franchise development activities. We reserve the right to offer, modify or withdraw any incentive program without giving notice to you.

We currently offer a 10% off for clergy, realtors, young entrepreneurs (age 29 and under), first responders, and veterans of the U.S. armed forces who have been honorably discharged from the military and who otherwise meet our requirements. This discount is only applicable in connection with your purchase of the first Territory.

Multi-Unit Addendum

Development Fee

We will charge you a development fee ("Development Fee") when you sign the Multi-Unit Addendum. The Development Fee is equal to $59,000 for the first That 1 Painter Territory that you are required to develop under the Multi-Unit Addendum, plus $49,000 for the second Territory, and $39,000 for the third and each additional Territory you commit to developing under the Multi-Unit Addendum (if purchased at the same time). The Development Fee is not refundable under any circumstance and due in full upon signing the Multi-Unit Addendum. There is a minimum of two units you must purchase for a Multi-Unit Addendum.

ITEM 6: OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Continuing Royalty Fee[1]	6% of Gross Revenue Your Royalty Fee is the greater of (i) the percentage listed above, or (ii) the Minimum Royalty Fee of $461 per Territory	Weekly via ACH on Wednesday following the close of each calendar week (Monday through Sunday)	Payable to us. The minimum royalty fee of $461 per Territory per week (the "Minimum Royalty Fee") will start upon the earlier of (i) when you open the Franchised Business, or

Type of Fee	Amount	Due Date	Remarks
	per week (the "Royalty Fee").		(ii) 120 days after signing the Franchise Agreement. The Minimum Royalty Fee for your second Territory will start upon the earlier of (i) when you open the Franchised Business in that Territory, or (ii) seven months after the Effective Date of the Franchise Agreement. The Minimum Royalty Fee for your third and each additional Territory will start upon the earlier of (i) when you open the Franchised Business in that Territory, or (ii) 13 months after the Effective Date of the Franchise Agreement.
Local Advertising[2]	$3,000 per month for the first year of operation 4% of monthly Gross Revenue or $3,000 per month, whichever is greater, beginning in year two	As required	Payable to third parties or us or an affiliate.
Local Advertising Management Fee[2]	Our third party providers currently charge between $650.00 to $1,300.00 per month	Monthly.	Payable to third parties, however, we reserve the right to provide this service either through us or an affiliate.
Brand Fund Contribution[3]	2% of weekly Gross Revenue, subject to increase not to exceed 3% of weekly Gross Revenue	Wednesday following the close of each calendar week (Monday through Sunday)	Payable directly to the Brand Fund.
Advertising Cooperative[4]	Currently $0 If a cooperative is established, 1% of Gross Revenue or	As determined by cooperative.	No cooperatives have been established as of the date of this Disclosure Document. You are required to join an advertising cooperative if

Type of Fee	Amount	Due Date	Remarks
	$1,000 per month (whichever is greater) unless a majority of the cooperative members agree on a higher contribution		one is formed. Cooperatives will be comprised of all franchised That 1 Painter outlets in a designated geographic area, or we may establish a national cooperative comprised of all franchised That 1 Painter outlets.
Technology Fee[5]	Approximately $650 to $1,000 per month The Technology Fee will not increase by more than 15% each year	Monthly	Payable to third-party suppliers or to us.
Late Charge	$50	As incurred	If you fail to pay us the Continuing Royalty Fee, Brand Fund Fee, Technology Fee or if you fail to submit your Gross Revenue report when due, we may charge you $50 for each late submission in addition to interest charges explained below.
Interest Charge	1.5% per month from due date or maximum allowed by law, whichever is higher	As incurred	If you fail to pay us any amount when due, we may charge you interest on the unpaid balance until the payment is received.
Non-sufficient Funds Fee	$100 per check or ACH	As incurred	If your check is returned or an electronic funds transfer from your bank account is denied for insufficient funds, for each occurrence we may charge you a Non-sufficient Funds Fee.
Successor Agreement Fee	10% of the then-current initial franchise fee	Before signing renewal agreement	Payable to us. See Item 17.
Transfer Fee	20% of the then-current initial franchise fee plus any third-party broker costs or referral fees	Before approval of the transfer	Payable to us. See Item 17

Type of Fee	Amount	Due Date	Remarks
	(subject to state law). If you engage us or our affiliate to assist in the resale of your business, then you will pay us an additional 10% of the then-current initial franchise fee, plus the applicable transfer fee set forth above (subject to state law)		
Additional Training[6]	$500 per day and a half of training, plus expenses	As incurred	Payable to us.
Annual Conference or Business Meeting[7]	$500 to $5,000, plus travel expenses	As incurred	
Remedial Training Fee	$500 per day, plus travel and living expenses	As incurred	Payable to us if you request remedial training in your territory from time-to-time, or if you are operating below our standards and we require you to have remedial training. You must also pay the costs incurred by our trainer, including but not limited to airfare, transportation, hotel, and meals.
National Accounts and Corporate Sales[8]	5% of Gross Revenue	Weekly collected at the same time as Royalty payment	This amount is in addition to your Royalty Fee. Payable to us.
Relocation Fee	Actual costs and expenses	As incurred	You must pay us our actual costs incurred if we approve your request to relocate your That 1 Painter outlet. Costs include, but are not limited to, wages, travel expenses, professional fees, and demographic reports.

Type of Fee	Amount	Due Date	Remarks
Interim Management Fee[9]	10% of Gross Revenue earned during the term of interim management, plus all travel-related and other expenses	As incurred	Payable to us (in addition to all regularly occurring fees such as the Continuing Royalty Fee and Brand Fund Contributions) if we provide on-site management of your outlet in your absence or the absence of your general manager or regional director.
Quality Assurance Review	Actual costs and expenses	As incurred	Paid to us or a third-party provider
Examination of Books and Records	Cost of examination plus related expenses	As incurred	We have the right under the Franchise Agreement to examine your books, records and tax returns. If an examination reveals that you have understated any Gross Revenue report by two percent (2%) or more, you must pay to us the cost of the audit and all travel and related expenses, in addition to repaying monies owed and interest on the monies owed.
Proposed Item or Supplier Evaluation Costs[10]	$500, plus actual cost of inspection and testing	As incurred	In the event we approve the supplier or product you propose for use by the entire system, we will refund $250 to you.
Indemnification[11]	Amount of loss or damages plus costs	As incurred	You defend suits at your cost and hold us harmless against suits involving damages resulting from your operation of the Franchised Business.
Non-Compliance Fee [12]	$500 per documented incident	As incurred	Payable to us.
Reimbursement of Cost and Expenses for Non-compliance[12]	Actual costs and expenses	As incurred	
Reimbursement of legal fees and expenses	Our costs and expenses, including but not limited to attorneys' fees,	As incurred	Payable to us.

Type of Fee	Amount	Due Date	Remarks
	incurred for your failure to pay amounts when due or failure to comply in any way with the Franchise Agreement		
Insurance	Amount paid by us for your insurance obligations	As incurred	You must reimburse us for any insurance costs we pay on your behalf due to your failure to meet the insurance obligations required by the Franchise Agreement.
Taxes	As assessed by Taxing authority	When incurred	You must reimburse us for any taxes that we must pay to any taxing authority on account of either the operation of your That 1 Painter outlet or payments that you make to us, including, but not limited to any sales taxes or income taxes imposed by any authority.
Liquidated Damages	Will vary under circumstances	As incurred	Payable only if we terminate the Franchise Agreement for your default. Amount equal to: (a) the average weekly Royalty Fee and Brand Fund Contribution payable by Franchisee over the twelve (12) month period immediately prior to the date of termination (or such shorter time period if the Franchised Business has been open less than twelve (12) months); (b) multiplied by the lesser of (i) thirty six (36) months, or (ii) the number of months then remaining in the then-current term of the Franchise Agreement.

All fees and expenses described in this Item 6 are nonrefundable and are uniformly imposed. Except as otherwise indicated in the preceding chart, we impose all fees and expenses listed and you must pay them to us.

[1] **Continuing Royalty Fee**. "Gross Revenue" includes all sales of every kind and nature at or from your That 1 Painter location or made according to the rights granted to you by the Franchise Agreement, regardless of whether you have collected the amount of the sales. Gross Revenue does not include (a) receipts from any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (b) properly documented refunds to customers, or (c) properly documented promotional discounts (i.e., coupons). We must receive your payments on or before Wednesday of each week for the previous calendar week. You are required to set up authorization at your bank to allow us to electronically transfer funds from your bank account to our bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds.

[2] **Local Advertising Management Fee/ Local Advertising.** During your first year of operation, you are required to spend $3,000 per month on Local Advertising. Thereafter, you are required to spend the greater of (i) $3,000 per month, or (ii) 4% of Gross Revenue per month on Local Advertising. Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter. The Local Advertising Management Fee is currently paid to third parties, however, we reserve the right to collect it in the future.

[3] **Brand Fund Contribution**. Payments are due on Wednesday of each week for the previous calendar week. You are required to set up authorization at your bank to allow the Brand Fund to electronically transfer funds from your bank account to the Brand Fund's bank account. Interest and late fees will apply to any late payments or electronic funds transfer requests denied due to insufficient funds. If you do not report any sales in a week then the Brand Fund will collect 120% of the last Brand Fund Contribution collected and settle the balance the next week in which you report sales.

[4] **Advertising Cooperative**. Contributions to an advertising cooperative are in addition to your required contributions to the Brand Fund. Any contributions made by you to an advertising cooperative will be credited against your required expenditure for local advertising.

[5] **Technology Fee**. You are required to pay a one-time fee to install certain software. You must also pay all fees required to keep your computer and electronic communications (Internet/Intranet) systems current and functional. These fees include, but are not limited to, computer software license fees, Internet access fees, and help desk fees. Such fees are payable directly to the hardware, software, internet service providers and/or us or our affiliate.

[6]**Additional Training.** We may offer mandatory additional training programs from time to time. You and your general manager must participate in refresher training for up to five days per year, at a location we designate. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training and without limitation, costs of travel, lodging, meals and wages.

[7] **Annual Conference or Business Meeting**. We may require you to attend a national business meeting or annual convention for up to five days per year, at a location we designate. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with attendance at a required national business meeting or annual convention.

[8] **National Accounts and Corporate Sales**. We have the right to negotiate arrangements with customers who have regional or nationwide locations ("National Accounts") or other customers that were generated and sold as part of our marketing ("Corporate Sales"), including pricing, which will bind all franchisees providing services to such National Accounts or Corporate Sales. If you are given a National Account or Corporate Sale, you must pay this National Accounts and Corporate Sales fee for each sale. You must participate in the National Accounts and Corporate Sales program. We reserve the right to modify the National Accounts and Corporate Sales program as we deem appropriate.

[9] **Interim Management Fee**. In the event of your death or disability, your default of the Franchise Agreement, absence of a qualified general manager or regional director, or other reasons, in our sole discretion, we may provide interim on-site management of your That 1 Painter outlet.

[10] **Proposed Item or Supplier Evaluation Costs**. If you wish to purchase, lease or use any, equipment, supplies, services or other items from an unapproved supplier, you must request our prior written approval. As a condition to our approval, we may require inspection of the proposed supplier's facilities and evaluation and testing of the proposed item or service.

[12] **Indemnification**. You must indemnify and hold us, our affiliates, and all of our respective officers, directors, agents and employees harmless from and against any and all claims, losses, costs, expenses, liability and damages arising directly or indirectly from, as a result of, or in connection with your business operations under the Franchise Agreement, as well as the costs, including attorneys' fees, of defending against them.

[12] **Non-Compliance Fee/Reimbursement of Cost and Expenses for Non-compliance**. If you fail to correct any deficiency in the Franchised Business and/or your operation of the Franchised Business, we may correct the deficiency or take steps to modify, alter, or de-identify the Franchised Business upon the termination or expiration of the Franchise Agreement.

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ITEM 7: ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – SINGLE TERRITORY

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	$59,000	Lump Sum	At signing of FA	Us
Your Training Expenses[1]	$3,000 to $5,500	As arranged	As incurred	Third parties and Us
Vehicle Lease and Wrap[2]	$2,250 to $4,500	As arranged	As arranged	Third parties
Business Licenses and Permits[3]	$250 to $3,000	As arranged	As incurred	Third parties
Computer System and Setup[4]	$500 to $1,000	As arranged	As arranged	Third parties
Uniforms and Branded Materials[5]	$2,500 to $4,000	As arranged	As arranged	Third parties
Office Equipment and Supplies[6]	$500 to $2,500	As arranged	As arranged	Third parties
Professional Fees[7]	$500 to $2,500	As arranged	As incurred	Third parties
Marketing Development Fee[8]	$5,000	As arranged	As incurred	Us or an affiliate
Grand Opening Advertising/ Marketing[9]	$9,000 to $15,000	As arranged	As incurred	Third parties, us or an affiliate
Insurance[10]	$1,500 to $5,000	As arranged	As arranged	Insurance Broker / Company
Equipment[11]	$0	As arranged	As arranged	Third parties
Real Estate[12]	$0	N/A	N/A	N/A
Additional Funds (3 Months)[13]	$12,500 to $30,000	As arranged	As incurred	Third parties
TOTAL[14]	**$96,500 to $137,000**			

Notes:

[1] **Your Training Expenses.** The cost of the Initial Management Training Program is $1,500 per individual trained and we typically expect 1-2 individuals to attend the training program. The chart

estimates the costs for transportation, lodging, and meals for your trainee(s). Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation, and living expenses. The duration of the onsite training program is up to three days.

[2] **Vehicle Lease and Wrap.** You must use a vehicle of the make, model, and age we require, for travel to your clients' properties. Your vehicle must be no more than three years old and in good condition at the time vehicle wrapping occurs, free of noticeable dents or damage. You may use a vehicle you currently own, if we determine, in our sole discretion, that it meets our specifications, and we give our consent. Our standard offering assumes that you will lease the vehicle. The high end of both estimates represents the cost of vehicle lease payments for three months (along with getting the vehicle wrapped) plus taxes, fees, and registration. This estimate assumes the lease of one vehicle. You must maintain your vehicle in good working order, cleanliness and appearance and promptly repair any visible exterior damage, including but not limited to, dents and scratches.

[3] **Business Licenses and Permits.** You are responsible for applying for, obtaining, and maintaining all required permits and licenses necessary to operate your Franchised Business. This estimate includes the cost of local business licenses that typically remain in effect for 1 year. This estimate further includes the initial cost of licenses, certifications and/or permits that may be required to provide services offered by the Franchise. The costs of permits and licenses will vary by location. This estimate assumes that some of the subcontractors will already have some of the business licenses and permits needed to provide the services.

[4] **Computer System and Setup.** We require you to purchase computer systems and software meeting our minimum specifications for use in your Franchised Business. This estimate includes the cost of a laptop, smartphone, tablet, or an iPad, and purchase, installation and access to the software we require. You must also have Internet and other telecommunications equipment and services in accordance with our standards to permit electronic transmission of reports and revenue and customer information. We reserve the right to change your requirements for computer hardware and software at any time.

[5] **Uniform and Branded Materials. Y**ou are responsible for obtaining shirts, hats, business cards, yard signs, truck magnets, and paint can labels for your business.

[6] **Office Equipment and Supplies.** Our standard offering assumes you will operate from an office in your home. You will need miscellaneous office supplies and consumables. This estimate includes office equipment and supplies for one person.

[7] **Professional Fees.** You may incur professional fees depending on the scope of work performed, which may include, legal and accounting fees to review franchise documents and costs of forming a separate legal entity. This list is not exhaustive. This amount will vary greatly depending on your specific needs and location.

[8] **Marketing Development Fee.** You are responsible for paying us a Marketing Development Fee of $5,000 to cover initial webpage development, localized SEO, customized graphics and design, and custom ad development.

[9] **Grand Opening Advertising/Marketing.** You are required to spend between $9,000 to $15,000 during the 90 days prior to the launch of your business or 90 days following the launch of your business, in addition to $3,000 per month local ad spend after the launch of your business.

[10] **Insurance.** Before you open for business, you must purchase and maintain at your sole cost and expense the insurance coverage that we specify. We estimate that you will have to pay your insurance carrier or agent the full annual premium in advance. Insurance costs and requirements may vary widely in different localities. The estimate is for one year of liability insurance coverage. We reserve the right to require additional types of insurance and coverage as provided in the Franchise Agreement.

[11] **Equipment.** We assume that under the subcontractor model, your subcontractors will already have the equipment necessary to provide the services.

[12] **Real Estate.** Because our standard offering assumes that you will operate from a home office, we do not include any amounts for the purchase or rent of any real estate.

[13] **Additional Funds.** This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three months after commencing operations. This estimate includes such items as initial payroll, taxes, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, additional marketing costs and other miscellaneous items. These estimates do not include any compensation to you nor do they include debt service.

[14] **Total.** We relied upon the experience of our affiliate owned That 1 Painter outlet to compile these estimates along with amounts provided by our franchisees and suppliers.

We do not offer direct or indirect financing to franchisees for any other items included in this section.

All fees and payments are non-refundable, unless otherwise stated or permitted by payee.

YOUR ESTIMATED INITIAL INVESTMENT – MULTI-UNIT ADDENDUM[1]

Type of Expenditure	Offering	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Development Fee[2]	2 Territories	$108,000	Lump Sum	On signing Multi-Unit Addendum	Us
	3 Territories	$147,000			
	4 Territories	$186,000			
Initial Investment to Open the Franchised Business in One Territory[3]		$37,500 to $78,000	See Item 7 Table above for the estimated initial investment to open a Franchised Business		
TOTAL [4]	**2 Territories**	**$145,500 to $186,000**	This is the total estimated initial investment to enter into a Multi-Unit Addendum for the right to develop two to four Territories as well as the costs to open and commence operating the Franchised Business in the first Territory for the first three months.		
	3 Territories	**$184,500 to $225,000**			
	4 Territories	**$223,500 to $264,000**			

Notes

[1] All fees and payments are non-refundable, unless otherwise stated or permitted by the payee. This Chart details the estimated initial investment associated with executing a Multi-Unit Addendum for the right to develop between two and four Territories, as well as the initial investment to open your Franchised Business in the first Territory.

[2] The Development Fee is described in greater detail in Item 5 of this Disclosure Document, and this Development Fee is for the right to develop between two to four Territories. The Development Fee is calculated as follows: (i) $59,000 for the first Territory, (ii) $49,000 for the second Territory, and (iii) $39,000 for the third and each additional Territory, if purchased at the same time.

[3] This figure represents the total estimated initial investment required to open the Franchised Business in one Territory. You will be required to enter into all of the Franchise Agreements for the Territories that you purchase the right to develop upon execution of the Multi-Unit Addendum. This range includes all of the items outlined in the first Item 7 Chart above, except for the $59,000 Initial Franchise Fee because, upon full payment of the Development Fee, you will not be required to pay any Initial Franchise Fee in connection with your initial Territory and each Territory you develop under the Multi-Unit Addendum.

[4] Please note that this row does not include the initial investment you will need to undertake in connection with developing your second and any other Territory you are granted the right to develop under your Multi-Unit Addendum.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

We have identified various suppliers, distributors and manufacturers of equipment, inventory, supplies and services that your Franchised Business must use or provide which meets our standards and requirements. You must purchase all equipment, inventory, supplies and services from our designated suppliers and contractors or in accordance with our specifications. We maintain written lists of approved items of equipment, inventory, supplies and services (by brand name and/or by standards and specifications) and a list of designated suppliers and contractors for those items. We will update these lists periodically and issue the updated lists to all franchisees.

We approve suppliers after careful review of the quality of the products and services they provide to us and our franchisees. If you would like us to consider another item or supplier, you must make such request in writing to us and have the supplier give us samples of its product or service and such other information that we may require. If the item and/or supplier meets our specifications, as we determine in our sole discretion, we will approve it as an additional item or supplier. We will notify you whether we approve or disapprove of the proposed item or supplier within 30 days after we receive all required information to evaluate the product or service. We reserve the right to revoke approval of any item or supplier that does not continue to meet our then-current standards. Our criteria for approving items and suppliers are not available to you. If you request that we approve a proposed item or supplier, we may charge you an evaluation fee of $500.

Our officer, Steven Montgomery, owns an interest in ResiCreative LLC, ResiStaffing, LLC, and GuildFRM, LLC. Except as set forth herein, none of our officers own any interest in any other supplier other than us.

ResiCreative LLC did not derive any revenue from franchisee required purchases in 2025.

GuildFRM, LLC did not derive any revenue from franchisee required purchases in 2025.

ResiStaffing, LLC did not derive any revenue from franchisee required purchases in 2025.

We will derive a rebate from franchisee purchases of paint from our painting supplier amounting to 7% of all paint purchased.

In the fiscal year ending December 31, 2025, we received a rebate from our paint supplier in the amount of $1,004,724. This amounts to 10.3% of our total revenue of $9,753,029 from 2025.

We also derived the following amounts: (i) $85,000 in Marketing Development Fees, (ii) $159,250 from Advertising Management Revenue, and (iii) $416,000 in Technology Fees. This amounts to 6.77% of our total revenue of $9,753,029 from 2025.

We estimate that your purchase or lease of products, supplies and services from approved suppliers (or those which meet our specifications) will represent approximately between 20% and 31% of your costs to establish your Franchised Business and approximately 18% - 25% of your costs for ongoing operation.

In addition to the purchases or leases described above, you must obtain and maintain, at your own expense, the insurance coverage that we periodically require. We may regulate the types, amounts, terms and conditions of insurance coverage required for your Franchised Business and standards for underwriters of policies providing required insurance coverage; our protection and rights under the policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims.

You must obtain the following insurance coverages:

Liability. Comprehensive general liability insurance, including errors and omissions coverage, personal and advertising injury coverage, and in the form of a general liability rider or as a separate policy, in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate.

Employment. Worker's compensation coverage in the limits required by state law, employment practices/abuse, and employee dishonesty insurance with third-party coverage of at least $1,400 must carried on all of your employees, as well as any other insurance required by state statute or rule in the state where the Franchised Business is located.

Automobile. Commercial automobile insurance of at least a combined single limit for bodily and property damage of $750,000 or greater if required by state law.

Currently, there are no purchasing or distribution cooperatives. However, we can require that you make your purchases through a cooperative if one is formed.

Although we do not do so currently, we may in the future negotiate purchase arrangements, including price terms, with designated and approved suppliers on behalf of all franchisees.

We provide no material benefits (such as the grant of additional franchises) based on your use of designated sources; however, failure to use approved items or designated suppliers and contractors

may be a default under the Franchise Agreement. Additionally, when there is any default under the Franchise Agreement, we reserve the right, in addition to other remedies available under the Franchise Agreement, to direct suppliers to withhold furnishing products and services to you.

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 or Article in Franchise Agreement	Section or Article in Multi-Unit Addendum	Item in Franchise Disclosure Document
a. Site Selection and Acquisition/Lease	8.1	Not Applicable	11, 12
b. Pre-Opening Purchase/Leases	8.2, 12.3.1	Not Applicable	7, 11
c. Site Development & other Pre-Opening Requirements	8.1, 8.2, 12.1.1	3	11
d. Initial and Ongoing Training	Article 7	Not Applicable	11
e. Opening	8.2	3	11
f. Fees	5.2.5, Article 6, 7.4, 12.3.7, 12.8, 12.9,13.2, 13.3.1,15.6, 16.4, 18.1.4, 18.1.5, 19.1.5 20.8	2, 4, 5, 7, 8, 9, 10, and 11	5, 6, 7
g. Compliance with Standards and Policies/Operating Manual	Article 9, 11.4, Article 12, 19.1.1	Not Applicable	8, 11
h. Trademarks and Proprietary Information	9.3, Article 14, 19.2, 19.3, 19.4	Not Applicable	13, 14
i. Restrictions on Products/Services Offered	12.8	Not Applicable	8
j. Warranty and Customer Service Requirements	12.7	Not Applicable	Not Applicable

Obligation	Section or Article in Franchise Agreement	Section or Article in Multi-Unit Addendum	Item in Franchise Disclosure Document
k. Territorial Development and Sales Quotas	13.2	12	12
l. Ongoing Product/Service Purchases	Not Applicable	Not Applicable	8
m. Maintenance, Appearance and Remodeling Requirements	Article 9, 12.1.7, 12.1.9	Not Applicable	Item 11
n. Insurance	Article 15	Not Applicable	7
o. Advertising	12.1.8, Article 13	4, 5, 8, and 9	6, 11
p. Indemnification	12.4, 12.6,15.6, 16.3.6, 21.1	Not Applicable	14
q. Owner's Participation, Management, Staffing	11.1, 11.3, 12.1.3, 12.1.4	Not Applicable	11, 15
r. Records/Reports	12.2	6	6
s. Inspections and Audits	12.1.5, 12.2.4, 12.9	Not Applicable	6, 11
t. Transfer	Article 16	10	17
u. Renewal	Article 5	11	17
v. Post-Termination Obligations	Article 18	Not Applicable	17
w. Non-Competition Covenants	19.5	Not Applicable	17
x. Dispute Resolution	Article 20	13, 14, and 19	17
y. Guaranty	11.3, Attachment 7	Not Applicable	15

ITEM 10: FINANCING

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

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

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

1. Pre-Opening Obligations

Before you open your Franchised Business, we will:

a. designate the boundaries of your territory (Franchise Agreement, Section 8.1).

b. provide the That 1 Painter Manual and other manuals and training aids we designate for use in the operation of your That 1 Painter outlet, as they may be revised from time to time (Franchise Agreement, Section 10.2).

c. provide a written list of equipment, signage, fixtures, opening inventory, supplies and products that will be required to open the Franchised Business. We do not provide, deliver, or install these items, but instead will provide you with the name of approved suppliers and specifications for these items. (Franchise Agreement, Section 10.3).

d. provide you with initial training at our headquarters in Austin, Texas. We will determine, in our sole discretion, whether you satisfactorily complete the initial training (Franchise Agreement, Section 7.1).

e. provide you with samples or digital artwork of advertising and promotional materials for your initial marketing activities (Franchise Agreement, Section 10.4).

2. Time to Open

We estimate the typical length of time between the signing of the Franchise Agreement and the time you open your Franchised Business is 45 to 90 days. Before you may open, you must (a) complete our Initial Management Training Program, (b) hire and train your staff, if required, (c) acquire all equipment, computer systems, software, applications, and vehicle we require, and (d) obtain required licenses to operate the Franchised Business. This timeline assumes that you already have the requisite experience to meet the requirements to obtain a license in your Territory. Factors that may affect this time period include your ability to acquire licenses and permits and completion of required training. If you have not opened your Franchised Business within 90 days after you sign the Franchise Agreement, you must obtain our consent to extend the time to open, which we may or may not grant, at our discretion. Failure to open your Franchised Business within the original time as extended is a default of the Franchise Agreement. (Franchise Agreement, Sections 8.2).

3. Obligations After Opening

During the operation of your franchise, we will:

a. offer from time to time, in our discretion, mandatory additional training programs. If we require it, you must attend mandatory additional training and/or attend an annual business meeting or franchisee conference for up to five days each year at a location we designate. Failure to attend mandatory additional training or an annual business meeting or conference is a default of the Franchise Agreement. We reserve the right to impose a reasonable fee

for tuition and/or attendance for all additional training programs, including the annual business meeting or conference with a fee from $500 to $5,000. You must also pay your transportation, lodging, meals and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs. (Franchise Agreement, Section 7.3).

b. upon your request, or as we determine to be appropriate, provide remedial in-territory training and assistance. For any in-territory training, you must reimburse all costs for the services of our trainer, including but not limited to the trainer's then-current per diem fee and all travel-related expenses, such as transportation, meals and lodging (Franchise Agreement, Section 7.4).

c. upon your request, provide individualized assistance to you within reasonable limits by telephone, video conference, electronic mail or postage service, subject at all times to availability of our personnel and in reasonable limits (Franchise Agreement, Section 7.5).

d. from time to time, as may become available, provide you with samples or digital artwork of advertising and promotional materials (Franchise Agreement, Section 10.4).

e. maintain the That 1 Painter website with a link to your Franchised Business contact information and completed work. (Franchise Agreement, Section 12.3.6).

f. provide you with any written specifications for required equipment, products and services and provide you with updated lists of any approved suppliers of these items (Franchise Agreement, Section 10.5).

g. subject to applicable law, recommend minimum and maximum prices for the services and products offered by your Franchised Business. You may provide your Franchised Business services and products at any price that you determine within our parameters. (Franchise Agreement, Section 12.5,12.7).

h. approve or disapprove of all advertising, direct mail, and other promotional material and campaigns you propose in writing to us. We will respond within 30 business days, either accepting or rejecting the proposed material and/or campaign; however, if we do not respond within 30 business days, the proposed material and/or campaign is deemed "disapproved". (Franchise Agreement, Section 13.6); and

i. approve your office location, if you choose to relocate to commercial premises, which approval is in our sole discretion (Franchise Agreement, Section 10.1).

4. Advertising

Local Advertising (Franchise Agreement, Sections 13.2, 13.5 and 13.6)

Your initial campaign will include establishing a social media presence in accordance with our standard Grand Opening. You are required to spend between $9,000 and $15,000 per Territory during the 90 days prior to the launch of your business or 90 days following the launch of your business. This is in addition to the required $3,000 monthly local ad expenditure after the launch of your business. While we do not currently collect this amount, both us and our affiliate reserve

the right to collect it in the future. You are also responsible for paying us a Marketing Development Fee of $5,000 per Territory to cover initial webpage development, localized SEO, customized graphics and design, custom ad development and copy. We reserve the right to collect some or all of your grand opening funds and/or your Local Advertising expenditure and implement grand opening campaign activities and/or Local Advertising on your behalf.

You are required to spend a minimum of $3,000 per month on local advertising and marketing during the first year of operation. Thereafter you must spend the greater of $3,000 per month or 4% of gross revenue. We may increase your minimum local advertising expenditure, in our reasonable discretion. Upon our request, you must furnish us with a quarterly report and documentation of local advertising expenditures during the previous calendar quarter.

You will pay an approved supplier a Local Advertising Management Fee for the management and administration of your Local Advertising in conjunction with your local advertising suppliers. The Local Advertising Management Fee is $650 to $1,300 per month per outlet. We reserve the right to designate ourselves or an affiliate as the supplier of the Local Advertising Management services.

You may develop advertising materials for your own use at your own cost, and you may use marketing materials that we may offer to you from time to time. You may not use any advertising or marketing materials, including press releases, unless they have been approved in advance in writing by us, which approval may be withheld in our discretion. We will respond to your request for approval within 30 business days; however, if we do not respond within 30 business days, the proposed advertising or marketing material is deemed “disapproved”.

You must list the Franchised Business in local business directories, including, but not limited to, listings on Internet search engines. If feasible, you may do cooperative advertising with other That 1 Painter franchisees in your area, with our prior written approval. You may not maintain any business profile on Facebook, Twitter, LinkedIn, YouTube or any other social media and/or networking site without our prior written approval.

System-wide Brand Fund (Franchise Agreement, Section 13.3)

You are required to contribute to the Brand Development Fund in an amount equal to 2% Gross Revenue per week, which may be increased to up to 3% Gross Revenue per week, in our reasonable discretion. Each That 1 Painter outlet operated by our affiliate or us may, but is not required to contribute to the Brand Development Fund on the same basis as System franchisees. Depending on the year a franchisee executed their franchise agreement, they may be required to contribute different amounts than you.

The Brand Development Fund is administered by our accounting and marketing personnel. We may use Brand Development Fund contributions to pay any and all costs for the development, production and placement of advertising, marketing, promotional and public relations materials and programs. We may also use Brand Development Fund contributions to pay any and all costs of marketing seminars and training programs, market research, soliciting National Accounts, services of advertising and/or public relations agencies, and website development and maintenance. We may further use Brand Development Fund contributions to pay our costs (including personnel and other administrative costs) for advertising that is administered by us or prepared by us, as well as for administration and direction of the Brand Development Fund. The Brand Fund and its earnings shall not otherwise inure to our benefit except that any resulting technology and intellectual property shall be deemed our property.

The Brand Development Fund will not be used to defray any of our other general operating expenses. Brand Development Fund contributions will not be used to solicit new franchise sales; provided however, we reserve the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Development Fund contributions.

The Brand Development Fund collects and expends the Brand Development Fund contributions for the benefit of the System as a whole. We reserve the right to use the Brand Development Fund contributions to place advertising in national, regional or local media (including broadcast, print, or other media) and to conduct marketing campaigns through any channel, in our discretion, including but not limited to, Internet and direct-mail campaigns. We have no obligation, however, to place advertising or conduct marketing campaigns in any particular area, including the Territory where your Franchised Business is located.

We have no obligation to make expenditures that are equivalent or proportionate to your Brand Development Fund contribution or to ensure that you benefit directly or pro rata from the production or placement of advertising from the Brand Development Fund.

The Brand Development Fund is not audited. An annual unaudited financial statement of the Brand Development Fund is available to any franchisee upon written request.

If we spend more or less than the total of all contributions to the Brand Development Fund in any fiscal year, we may carry forward any surplus or deficit to the next fiscal year.

In the calendar year ended December 31, 2025, Brand Development Fund contributions were spent as follows: (i) 64.5% towards administrative expenses (payroll); (ii) 34.2% towards advertising; and (iii) 1.3% on software. None of the Brand Development Fund was used principally for the solicitation of franchise sales.

Although the Brand Development Fund is intended to be of perpetual duration, we may terminate it at any time and for any reason or no reason. We will not terminate the Brand Development Fund, however, until all monies in the Brand Development Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

Regional Advertising (Franchise Agreement, Section 13.4)

Currently, our System has no regional advertising fund or cooperative. However, we may decide to establish a regional fund or cooperative in the future and your participation may be mandatory, in our sole discretion. A regional cooperative will be comprised of all franchised That 1 Painter outlets in a designated geographic area. Our affiliate-owned outlets may participate in a regional cooperative, in our sole discretion. Each That 1 Painter outlet will have one vote in the cooperative. We will determine in advance how each cooperative will be organized and governed. We have the right to form, dissolve, merge or change the structure of the cooperatives. If a cooperative is established during the term of your Franchise Agreement, you must sign all documents we request and become a member of the cooperative according to the terms of the documents. Currently, there are no governing documents available for your review.

If we establish a regional advertising fund or cooperative, you must contribute amounts we require. Your contributions to a regional advertising fund or cooperative will be in addition to your required contributions to the Brand Fund; however, contributions made by you to a regional advertising fund or cooperative will be credited against up to one-half of your required expenditures

for local advertising. Fees for the cooperative will not to exceed one-half of the Local Advertising requirement or your pro-rata share of actual cooperative advertising costs, whichever is greater.

Advertising Council (Franchise Agreement, Section 9.5)

We do not have an advertising council composed of franchisees that advise us on advertising policies. The Franchise Agreement gives us the right, in our discretion, to create a franchisee advisory council to communicate ideas, including proposed advertising policies. If created, we will determine in advance how franchisees are selected to the council, which may include factors such as a franchisee's level of success, superior performance and profitability. We reserve the right to change or dissolve the council at any time.

5. Computer Systems (Franchise Agreement, Section 12.3)

You are required to have an internet-capable laptop computer, smartphone, tablet, or an iPad that can operate the latest versions of software and computer platforms we require. You will also need the software we designate. The cost of purchasing the required software is $500 to $1,000. You are also required to pay our then-current Technology Fee.

There are no contractual limitations on the frequency and cost of upgrades and/or updates to the above-described systems. We may in the future modify or establish other service performance or revenue reporting systems, as we deem appropriate, for the accurate and expeditious reporting of Gross Revenue and delivery of our products and services. You must fully cooperate in implementing any such modifications at your expense.

We have no obligation to maintain, repair, update or upgrade your computer hardware and software. At your cost, you must provide on-going maintenance and repairs to your computer hardware and software. You must upgrade your computer hardware and software as necessary to operate the most current version of our System requirements. The cost of maintaining, updating, and upgrading your computer hardware and software is approximately $1,000 to $1,500 for any five-year period. We reserve the right to have remote and independent access to all information generated by and stored in your computer system, including your revenue information and customer data. There are no contractual limitations on our right to have full access to this information. At our option, we may retrieve, download, analyze and store such information and data at any time. Upon our request, you must sign any documents we require to allow us to independently and electronically access and retrieve the information stored in your computer system. We own all client data stored in your computer system.

6. Table of Contents of Operations Manual

The Table of Contents of our Operations Manual, current as of the date of this Disclosure Document is attached as Exhibit E. The Operations Manual contains approximately 1,278 pages plus videos.

7. Training (Franchise Agreement, Article 7)

You (if the franchisee is an individual) or all of your owners (if the franchisee is a business entity) and your general manager or location operator must complete our Initial Management Training Program, to our satisfaction, before opening your Franchised Business. We will train you at our headquarters in Austin, Texas, or other location determined by us.

TRAINING PROGRAM

SUBJECT	HOURS OF VIRTUAL TRAINING	HOURS OF CLASSROOM TRAINING	LOCATION
Orientation & Introduction to System	2.5	2	Austin, Texas / Online
Estimating & Sales	11	11.5	Austin, Texas / Online
Project Management	7	7	Austin, Texas / Online
Software & Technology	15	1.5	Austin, Texas / Online
Managing the Business	2	2.5	Austin, Texas / Online
Human Resources	2	1	Austin, Texas / Online
Compliance	1	1.5	Online
Administration	1	0	Online
Vendors, Suppliers, and Resources	3	7	Online
General Education on Services	7	2	Online
Marketing & Advertising	2.5	1	Online
Safety & Security	4		Online
TOTAL	**58 Hours**	**40 Hours**	

We periodically conduct our Initial Management Training Program throughout the year, as needed.

The training program is overseen by our CEO and Founder, Steven Montgomery, who has been with us since our inception and has over 13 years of experience in the industry.

Our training materials consist of videos, reference books, worksheets, and forms and/or our Operations Manual. You will receive both classroom instruction and hands-on training. You may not commence operation of the Franchised Business unless and until we determine that you have successfully completed the Initial Management Training Program.

Our current fee to provide initial training is $1,500 per person. Typically, 1-2 trainees attend the training program per territory. The cost of our instructors and training materials and up to three days' on-site training are included in this Initial Training Fee. You must pay for all of travel and personal expenses, including, but not limited to, all costs for your transportation and most meals for yourself and your personnel.

If you purchase the right to operate in five or more territories, you are required to retain a Regional Director to manage all local territory managers, and that Regional Director will be required to complete an additional week of training at our headquarters at a cost of $3,500 per person.

If you do not complete our Initial Management Training Program to our satisfaction, we reserve the right to require retraining at your expense or terminate the Franchise Agreement.

We may conduct mandatory additional training programs, including an annual conference or national business meeting. If we require it, you or your location operator must attend mandatory additional training and/or attend an annual business meeting or franchisee conference for up to 10 days each year at a location that we designate. Failure to attend mandatory additional training or an annual business meeting or conference is a default of the Franchise Agreement. We reserve the right to impose a reasonable fee for tuition and/or attendance for all additional training programs, including the annual business meeting or conference with a fee from $500 to $5,000. You must also pay your transportation, lodging, meals, and other expenses to attend any mandatory training program. If you fail to attend any mandatory training program, you are required to obtain the training at a location we designate, at your sole cost, which includes tuition at the then-current rate, plus all of your travel costs and our trainer's travel costs.

ITEM 12: TERRITORY

Franchise Agreement

Under the Franchise Agreement, you have the right to establish and operate one That 1 Painter outlet within a limited territory (the "Territory"). Your Territory is located in all or a portion of a listed town, city, or county, and is identified by a group of contiguous zip codes. The Territory is determined on an individual basis taking into account demographics, minimum numbers of households, geographic terrain and market potential. Your Territory will have a population of approximately 200,000, based on the most recent census data and determined by a third-party mapping service. Your Territory will be defined and attached to your Franchise Agreement as Attachment 3.

During the term of your Franchise Agreement, and provided that you are not in default of your Franchise Agreement, we will not open another That 1 Painter outlet or grant the right to anyone else to open a That 1 Painter outlet within the Territory. However, notwithstanding this limited protection right we grant to you, we reserve all rights to sell, either directly or through others, our products and services under the Marks in the Territory (a) through alternative distribution channels, as discussed below, (b) to pre-existing clients, and/or (c) at the request of a referral source.

The Franchise Agreement entitles you to operate from an office in your home. You may not change the location of your Franchised Business office, except in accordance with the requirements of Section 8.3 of the Franchise Agreement. You may only relocate the Franchised Business office with our consent. We consider the general location, neighborhood and demographic characteristics of the area when approving a site. You are required to remove all identifying signs and property from the original office location.

You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising through other channels of distribution, such as the Internet, may extend beyond your Territory.

You may service a customer located outside of your Territory, provided that (a) the customer is a prior client of yours and solicited your service to provide commercial or residential painting and/or

cosmetic repair services of a property located outside of the Territory or (b) a referral source in your Territory requests that you perform commercial or residential painting and/or cosmetic repair services at a property located outside of the Territory. You can do business by word-of-mouth referral or for commercial work outside of their territory even if it is in another franchisee's territory if you otherwise obtain our prior approval.

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.

However, notwithstanding this limited protection right we grant to you, we reserve all rights to sell our products and services under the Mark in the Territory(ies) through alternative distribution channels, as discussed below. The Territory of each That 1 Painter outlet to be opened under the Multi-Unit Addendum will be set forth in the applicable Franchise Agreement.

You are required to meet the following minimum revenue requirements (per Territory) that are set forth in Attachment 4 of the Franchise Agreement:

Minimum Revenue Requirement (Per Territory)				
YEAR 1	**YEAR 2**	**YEARS 3-5**	**YEARS 6-7**	**YEARS 8-10 (and renewal term)**
N/A	$500,000	$600,000	$750,000	$1,000,000

If you do not meet these minimum requirements, we have the right to (i) reduce the size of your Territory, (ii) terminate your Franchise Agreement, or (iii) require you to attend, at your own expense, additional training. There is no other market penetration or other contingency that will affect your right to operate in your Territory during the term of your Franchise Agreement unless you are in default of your obligations to us. The time periods set forth above start from the time you open your That 1 Painter outlet.

The Franchise Agreement grants you no options, rights of first refusal or similar rights to acquire additional franchises within the Territory or contiguous territories. We may, but have no obligation to, consider granting to you the right to establish additional That 1 Painter outlets under other franchise agreements if you are in compliance with the Franchise Agreement and propose to open another That 1 Painter Franchise in an area and at a location we approve.

We reserve all rights not expressly granted in the Franchise Agreement. For example, we or our affiliates may own, operate, or authorize others to own or operate That 1 Painter outlets outside of the Territory and may operate other kinds of businesses within the Territory. Although we do not currently do so and have no plans to do so, we and our affiliates may own, acquire, conduct, or authorize others to conduct, any form of business at any location selling any type of product or service not offered under the Marks, including a product or service similar to those you will sell at your Franchised Business. We reserve the right to merge with, acquire, or be acquired by, an existing competitive or non-competitive franchise network, chain, or other business; however, we will not convert any acquired business in your Territory to a franchise using our primary trademarks during the Term of your Franchise Agreement.

We also reserve the right to solicit, sell to, negotiate rates with, and service real estate developers that conduct business across multiple areas or have multiple locations either regionally or nationally, such as brokerage firms, builders, property management companies, or residential developers

("Commercial Accounts"). We may offer you the first right to service Commercial Accounts in your Territory, provided that you accept the negotiated terms.

We reserve the rights to offer (a) other services and products not offered under the Marks, (b) other residential and commercial painting or cosmetic repair concepts or products under the Marks or other trademarks, and (c) products or services through other channels of distribution in the Territory including, but not limited to, co-branding with other residential or commercial painting and/or cosmetic repair businesses, and products offered through retail stores, the internet or direct marketing ("Alternate Channels of Distribution"). You will receive no compensation for our sales through Alternative Distribution Channels in the Market Area.

Neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned businesses which sell our products or services under a different trade name or trademark, but we have the right to do so in the future, without first obtaining your consent.

You may not use Alternative Distribution Channels to make sales inside or outside your Territory; however, we will include a listing on our website of your That 1 Painter Franchised Business contact information.

Multi-Unit Addendum

If you enter into a Multi-Unit Addendum, you will have the right to open and operate a mutually agreed upon number of Franchised Businesses, each with its own Territory as set forth in the Franchise Agreement. The Multi-Unit Addendum does not grant you any separate Territory from what is set forth in the Franchise Agreements that you execute. Because no separate Territory is granted under the Multi-Unit Addendum, we will not alter your territorial rights under the Multi-Unit Addendum. Any alteration of territorial rights is set forth above. Furthermore, we may only solicit or accept orders in your Territory as set forth above under "Franchise Agreement."

The total number of Franchised Businesses to be opened under your Multi-Unit Addendum and the Territory for each Franchised Business will be dependent upon a number of factors such as: (i) your financial and operational abilities to operate multiple Franchised Businesses simultaneously; (ii) the location and demographics of the general area where we mutually agree you will be opening these Franchised Businesses; and (iii) other factors that we deem relevant at our sole discretion.

You must simultaneously execute a Franchise Agreement for each Franchised Business that we grant you the right to open under your Multi-Unit Addendum. Your Territory for each Franchised Business under your Multi-Unit Addendum will typically be contiguous geographic areas and you may operate all of the Franchised Businesses under your Multi-Unit Addendum from a home office.

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.

ITEM 13: TRADEMARKS

That 1 Painter Holdings LLC ("Licensor") is the owner of the Marks and has granted us the exclusive right to use the Marks and license to others the right to use the Marks in the operation of a That 1 Painter outlet in accordance with the System. Our license agreement with licensor does not significantly limit our right to use or license the use of the Principal Marks. Other than the license agreement with Licensor, there are no other agreement which limit our rights to use and license the

use of the Principal Marks.

The Franchise Agreement will license to you the right to operate your Franchised Business under the That 1 Painter Marks, as described below (the "Principal Marks").

Licensor has registered the following Principal Marks with the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date	Register
	6,612,060	January 11, 2022	Principal
THAT 1 PAINTER	6,612,059	January 11, 2022	Principal

Licensor has filed all required affidavits. No registrations have been required to be renewed as of the date of this disclosure document; however, Licensor has filed with the United States Patent and Trademark Office all required maintenance for the above Marks.

You must notify us immediately when you learn about an infringement of or challenge to your use of the Principal Marks or other Marks. Licensor and we will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of the Principal Marks or other Marks. Licensor and we have the right to control any administrative proceedings or litigation involving the Principal Marks or other Mark licensed by us to you. You must cooperate fully with Licensor and us in defending and/or settling the litigation.

We reserve the right to substitute different Marks if we can no longer use the current Marks, or if we determine that substitution of different Marks will be beneficial to the System. In such event, we may require you, at your expense, to modify or stop using any Mark, including the Principal Marks, or to use one or more additional or substitute Marks.

You must not directly or indirectly contest Licensor's right, or our right, to the Principal Marks or other Marks.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, the Trademark Administration of any state, or any court relating to the Marks. There is no pending infringement, opposition, or cancellation. There is no pending material federal or state court litigation involving the Principal Marks or other Marks. There are no currently effective agreements that significantly limit Licensor's or our rights to use or license the use of the Principal Marks or other Marks in a manner material to the franchise.

Our license agreement with Licensor gives us broad rights to use the Marks in connection with the operation of the That 1 Painter franchise System, and to sublicense to franchisees the right to use the Marks, in strict accordance with our Franchise Agreement.

We know of no superior prior rights or infringing uses that could materially affect your use of the Principal Marks.

ITEM 14: PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents and have no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in our Operations Manual and the contents of our website.

There are no current material determinations of, or proceedings pending in, the United States Patent and Trademark Office, the U.S. Copyright Office, or any court regarding any of our copyrights discussed above.

There are no agreements currently in effect that limit your right to use any of our copyrights. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them.

You must notify us immediately when you learn about an infringement of or challenge to your use of our copyrights. We will take any action we think appropriate and, if you have given us timely notice and are in full compliance with the Franchise Agreement, we will indemnify you for all expenses and damages arising from any claim challenging your authorized use of our copyrights. We have the right to control any administrative proceedings or litigation involving our copyrights licensed by us to you. You must cooperate fully with us in defending and/or settling the litigation.

If you develop any new concept, process, product, service, or improvement (“Improvement”) in the operation or promotion of the Franchised Business, you are required promptly notify us and provide us with all requested information relate to the Improvement and sign all documents necessary for us to obtain full proprietary rights to the Improvement. We have no obligation to compensate you for the Improvement or for any cost you incur to sign over your rights to the Improvement to us.

During the term of the Franchise Agreement, you may have access to and become acquainted with our trade secrets, including, but not limited to, methods, processes, customer lists, vendor partnerships and/or relationships, sales and technical information, costs, product prices and names, software tools and applications, website and/or email design, products, services, equipment, technologies and procedures relating to the operation of your Franchised Business; systems of operation, services, programs, products, procedures, policies, standards, techniques, requirements and specifications which are part of the System; the Operations Manual; methods of advertising and promotion; instructional materials; marketing plans, business methods, research, development or know-how, any other information which we may or may not specifically designate as "confidential" or "proprietary", and the components of our System whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively called the “Confidential Information”). You agree that you will take all reasonable measures to maintain the confidentiality of all Confidential Information in your possession or control and that all such Confidential Information and trade secrets shall remain our exclusive property. You may never during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our Confidential Information or give it to a third party except as we authorize in writing to you prior to any dissemination. Any and

all of your personnel who have access to our Confidential Information must sign our Confidentiality/Non-Competition Agreement (Franchise Agreement, Attachment 9).

You must promptly tell us when you learn about unauthorized use of any Confidential Information. We are not obligated to take any action but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use, in strict compliance with the Franchise Agreement, of the Confidential Information.

We reserve the right to modify or discontinue using the subject matter covered by a patent or copyright. In such event, we may require you, at your expense, to modify or discontinue using the subject matter in the operation of your Franchised Business.

ITEM 15: OBLIGATIONS OF THE FRANCHISEE TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

The Franchise Agreement requires that you personally supervise and manage the day-to-day operation of your Franchised Business. Upon approval, your manager must successfully complete our Initial Business Training Program and all other training courses we require. Your manager must devote their full-time and best efforts to the job and cannot have an interest or business relationship with any of our competitors. If the franchisee is a business entity, your manager is not required to have an equity interest in the franchisee entity but must otherwise meet our approval.

If you are a multi-unit developer of five or more outlets, with our prior written approval, you may appoint a non-owner “Regional Director” to manage your Franchised Businesses. However, you also have the ability to serve as the Regional Director under this model as well.

Your manager and all other personnel who will have access to our proprietary and Confidential Information and training must sign our Non-Disclosure/Non-Competition Agreement, which is attached to our Franchise Agreement as Attachment 9. If your Franchised Business is owned by an entity, all owners of the entity must personally sign the Franchise Agreement as a Principal. If you are a married individual, your spouse must sign our Personal Guaranty, which is attached to our Franchise Agreement as Attachment 7.

ITEM 16: RESTRICTION ON WHAT FRANCHISEE MAY SELL

You may only offer and sell the products and services that are part of the System, and the services and products which we incorporate into the System in the future. You may only offer products and services that we have previously approved and for which you are qualified to provide.

You may not use our Marks for any other business, and you may not conduct any other business at or through your Franchised Business operations or office. You cannot engage in any other business that competes with your Franchised Business, with us or our affiliates, or with That 1 Painter outlets owned by other franchisees, whether such business is inside or outside of the Territory.

We may add to, delete from, or modify the products and services that you can and must offer. You must abide by any additions, deletions, and modifications. There are no other limits on our rights to make these changes.

You may only sell products and services in the manner we prescribe. You may only solicit sales from customers in your Territory. Your local advertising must target customers in your Territory, although the reach of your local advertising may extend beyond your Territory.

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 Agreement	Summary
a.	Length of the franchise term	Art. 4	Term is 10 years
b.	Renewal or extension of the Term	Art. 5	If you are in good standing as defined below, you can sign a successor agreement for an additional term of 10 years, unless we have determined, in our sole discretion, to withdraw from the geographical area where your Franchise is located.
c.	Requirements for franchisee to renew or extend	Sections 5.1 and 5.2	Be in full compliance, have no more than five events of default during current term, provide written notice to us at least ten months before the end of the term, execute a new franchise agreement, pay us a Successor Agreement Fee of 10% of the then-current initial franchise fee, repair, upgrade or replace the equipment and other Franchised Business assets to meet then-current specifications, execute a general release, comply with then-current qualifications and training requirements, including completion of additional training, subject to state law. You may be asked to sign a new Franchise Agreement with materially different terms and conditions than your original Franchise Agreement.
d.	Termination by franchisee	None	The Franchise Agreement does not give you any right to terminate. You may seek termination upon any grounds permitted by law.
e.	Termination by franchisor without cause	Section 16.7	The Franchise Agreement will terminate upon your death or permanent disability that causes you to be unable to operate/manage and the Franchise must be transferred within six months to a replacement franchisee that we approve
f.	Termination by franchisor with cause	Article 17	We may terminate only if you default, subject to state law. The Franchise Agreement describes defaults throughout. Please read it carefully.

	Provision	Section in Franchise Agreement	Summary
g.	"Cause" defined – curable defaults	Section 17.3	You have 10 days to cure non-payments and any other defaults (except for non-curable defaults listed in the Franchise Agreement and described in h. immediately below).
h.	"Cause" defined - non-curable defaults	Sections 17.1 and 17.2	The Franchise Agreement will terminate automatically, without notice for the following defaults: insolvency; bankruptcy; written admission of inability to pay debts; receivership; levy; composition with creditors; unsatisfied final judgment for more than 15 days; or foreclosure proceeding that is not disclosed within 15 days. We may terminate the Franchise Agreement upon notice to you if you: do not obtain required licenses and permits and/or open the Franchised Business within required time frames; falsify any report to us; fail to operate for a period of 15 consecutive days or more; fail to comply with applicable laws; understate Gross Revenue; fail to comply with insurance and indemnification requirements; attempt a transfer in violation of the Franchise Agreement; fail, or your legal representative fails to transfer as required upon your death or permanent disability; misrepresent or omit a material fact in applying for the Franchise; are convicted or plead no contest to a felony or crime that could damage the goodwill or reputation of the Marks or the System; receive an adverse judgment in any proceeding involving allegations of fraud, racketeering or improper trade practices or similar claim that could damage the goodwill or reputation of the Marks or the System; conceal revenues or maintain false books; create a threat or danger to public health or safety; refuse an inspection or audit by us; use the Marks, copyrighted material or Confidential Information in an unauthorized manner; make an unauthorized disclosure of Confidential Information; fail to comply with non-competition covenants; default in the performance of your obligations two or more times during the term or receive two or more default notices in any 12-month period regardless if they were timely cured; default under any other agreement with us or our affiliate; have insufficient funds to honor a check or EFT two or more times within any 12-month period; fails to meet Minimum Performance Standards; or terminate the Franchise Agreement without cause.

	Provision	Section in Franchise Agreement	Summary
i.	Franchisee's obligations on termination/ non-renewal	Article 18	Upon termination, you must: cease operations; cease to identify yourself as a That 1 Painter franchisee; cease to use the Marks; cancel any assumed name registration that contains any Mark; pay us and our affiliates all sums owing; pay us any damages, costs or expenses we incur in obtaining any remedy for any violation of the Franchise Agreement by you, including, but not limited to attorney's fees; deliver to us all Confidential Information, the Operations Manual and all records and files related to your Franchised Business; comply with the non-disclosure and non-competition covenants; pay liquidated damages; sell to us, at our option, all fixtures, equipment, inventory and supplies of your Franchised Business; and assign, at our option, your telephone numbers, directory and internet listings, social media and software accounts.
j.	Assignment of contract by franchisor	Section 16.1.1	No restrictions on our right to assign.
k.	"Transfer" by franchisee defined	Section 16.3	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Franchise Agreement, the Franchised Business, any assets of the Franchised Business, or in the Franchisee (if the Franchisee is a business entity).
l.	Franchisor approval of transfer by franchisee	Section 16.3	No transfer is allowed without our consent, which we will not unreasonably withhold.
m.	Conditions for franchisor approval of a transfer	Section 16.3 and 16.4	Conditions include: our decision not to exercise our right of first refusal; transferee meets our then-current standards for qualifying franchisees; transferee signs our then-current form of Franchise Agreement, which may have materially different terms from your Franchise Agreement; transferee successfully completes our Initial Management Training Program; you have paid us and third-party creditors all amounts owed; you and the transferee sign a General Release in the form of Attachment 5 to the Franchise Agreement; you shall subordinate any claims you have against the transferee to us; our approval of the material terms and conditions of the transfer; and payment of a transfer fee equal to 20% of the then-current initial franchise fee plus any broker or other third party costs. If you engage us or our affiliate to assist in the resale of your business, then you will pay us an additional 10% of the then-current initial franchise fee, plus the applicable transfer fee set forth above.

	Provision	Section in Franchise Agreement	Summary
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 16.6	You must promptly notify us of any written offer to purchase your Franchise. We have 15 days to exercise our first right to buy it on the same terms and conditions, provided that (a) we may substitute cash for any other consideration, (b) we may pay the entire purchase price at closing, (c) our credit is deemed as good as the proposed purchaser, (d) we have at least 30 days to close and (e) you shall give us all customary seller's representations and warranties.
o.	Franchisor's option to purchase franchisee's business	Section 18.2	Upon termination of the Franchise Agreement, we have the option to purchase your equipment, signs, advertising materials, supplies and inventory at your cost or fair market value, whichever is less.
p.	Death or disability of franchisee	Sections 16.3, 16.4 and 16.7	The Franchise Agreement will terminate upon your death or permanent disability, and the Franchise must be transferred within six months to a replacement franchisee that we approve.
q.	Non-competition covenants during the term of the franchise	Section 19.5.1	You may not: divert, or attempt to divert, customers or referral sources of any That 1 Painter outlet (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees. Subject to state law.
r.	Non-competition covenants after the franchise is terminated or expires	Section 19.5.2	For 24 months after the termination of the Franchise Agreement, you may not: divert, or attempt to divert, customers or referral sources of any That 1 Painter business (including yours) to any competitor, participate in any capacity, including, but not limited to as an owner, investor, officer, director, employee or agent, in any competing business within 25 miles of your former That 1 Painter Territory or any other That 1 Painter office location; do any act that could damage the goodwill of the Marks or System, or disrupt or jeopardize our business or that of our franchisees. Subject to state law.
s.	Modification of the agreement	Sections 9.4, 14.6, 19.1.4 and 21.4	No oral modifications generally, but we may change the Operations Manual and System standards at any time. You may be required to implement these changes at your own costs. We have the right to modify our Marks at any time upon written notice to you.

	Provision	Section in Franchise Agreement	Summary
t.	Integration/merger clause	Section 21.4	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any Franchise Agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	Sections 20.1 and 20.2	At our option, claims that are not resolved internally may be submitted to non-binding mediation at our headquarters, subject to state law.
v.	Choice of forum	Section 20.3	Litigation takes place in Texas, subject to applicable state law.
w.	Choice of law	Section 20.3	Texas law applies, subject to applicable state law.

THE FRANCHISE RELATIONSHIP (UNDER THE MULTI-UNIT ADDENDUM

This table lists certain important provisions of the multi-unit addendum. You should read these provisions in the agreement attached to this disclosure document.

	Provision	Section in Multi-Unit Addendum	Summary
a.	Length of the franchise term	3	As determined by you and us based on the number of That 1 Painter Territories you are obligated to develop.
b.	Renewal or extension of the Term	Not Applicable	Not Applicable
c.	Requirements for franchisee to renew or extend	Not Applicable	Not Applicable
d.	Termination by franchisee	Not Applicable	Not Applicable (Subject to State Law)
e.	Termination by franchisor without cause	Not Applicable	Not Applicable
f.	Termination by franchisor with cause	17	We may terminate only if you default and fail to cure within 15 days.
g.	"Cause" defined – curable defaults	17	If you breach the Addendum and fail to cure within 15 days or you breach any Franchise Agreement executed in connection with the addendum and we terminate that Franchise Agreement as a result of your failure to cure as set forth in that Franchise Agreement.
h.	"Cause" defined - non-curable defaults	Not Applicable	Not Applicable
i.	Franchisee's obligations on termination/ non-renewal	Not Applicable	Not Applicable
j.	Assignment of contract by franchisor	22	No restrictions on our right to assign.

	Provision	Section in Multi-Unit Addendum	Summary
k.	"Transfer" by franchisee defined	22	Any assignment, sale, transfer, gift, devise or encumbrance of any interest in the Multi-Unit Addendum or Development Rights.
l.	Franchisor approval of transfer by franchisee	22	As set forth in the Franchise Agreements
m.	Conditions for franchisor approval of a transfer	Not Applicable	Not Applicable
n.	Franchisor's right of first refusal to acquire franchisee's business	Not Applicable	Not Applicable
o.	Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p.	Death or disability of franchisee	Not Applicable	Not Applicable
q.	Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s.	Modification of the agreement	21	No oral modifications. No amendment of the provisions will be binding upon either party unless the amendment has been made in writing and executed by all interested parties.
t.	Integration/merger clause	22	Only the terms of the Multi-Unit Addendum and other related written agreements are binding (subject to applicable state law.) Any representations or promises outside of Multi-Unit Addendum may not be enforceable. Notwithstanding the foregoing, nothing in the Multi-Unit Addendum is intended to disclaim the express representations made in this Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	13, 14, and 19	You must first attempt to resolve disputes through our internal dispute resolution program. If such internal dispute resolution program is unsuccessful then, at our option, we can submit a claim to mediation.
v.	Choice of forum	19	Texas, subject to applicable state law.
w.	Choice of law	18	Texas law applies, subject to applicable state law.

See the state addenda to this Franchise Disclosure Document, the Franchise Agreement and the Multi-Unit Addendum for special state disclosures.

ITEM 18: PUBLIC FIGURES

Codie Sanchez holds an ownership interest in Contrarian Thinking, LLC, which holds an ownership interest in our Parent Company, ResiBrands, Inc. Ms. Sanchez also has one seat on the Board of Directors with our Parent Company, ResiBrands, Inc. Ms. Sanchez has no direct investment in us.

As one of the ultimate owners of our Parent Company, ResiBrands, Inc., Ms. Sanchez is involved in various capacities including brand development, expansion, and consulting in connection with marketing materials/strategies.

Ms. Sanchez will also be involved in the advertising of the sale of franchises to prospective franchisees and will otherwise endorse the franchise to prospective franchisees. In exchange for these services, we agreed to pay Ms. Sanchez one percent of the Royalty Fees that we collect from our franchisees.

Except as stated above, no other public figure appears in the franchise name or symbol, endorses or recommends the franchise to prospective franchisees, is involved in our actual management or control, or has invested in us.

ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, 2025, we had (i) 95 franchisees open and operating in 315 Territories, and (ii) one company-owned business operating in eight Territories. This Financial Performance Representation includes information in connection with (i) 56 franchisees operating in 202 Territories, and (ii) one company-owned business operating in eight Territories.

We conducted a survey of the 56 franchise businesses operating in a total of 202 Territories that have been open and operating in their first Territory for 12 or more months as of December 31, 2025. Of this group, 56 franchisees operating in 202 Territories responded to our survey and submitted data.

This Financial Performance Representation excludes data in connection with 39 franchisees operating in 113 Territories, since those franchisees opened their first Territory during the 2025 calendar year and were not otherwise open in their first Territory for an entire calendar year. However, if a franchisee opened in its first Territory prior to January 1, 2025, and subsequently expanded into additional Territories during the 2025 calendar year, those franchisees (and Territories) are included in this Financial Performance Representation.

Part I of this Financial Performance Representation discloses the Average Gross Revenue generated by the 56 franchisees operating in a total of 202 Territories during the 2025 calendar year.

Part II of this Financial Performance Representation discloses the Average Gross Profit Margin attained by the 56 franchisees operating in a total of 202 Territories during the 2025 calendar year.

Part III of this Financial Performance Representation discloses the Average Job Size generated by the 56 franchisees operating in a total of 202 Territories during the 2025 calendar year.

Part IV of this Financial Performance Representation discloses the Average Close Rate attained by the 56 franchisees operating in a total of 202 Territories during the 2025 calendar year.

Part V of this Financial Performance Representation discloses the total Gross Revenue for the company-owned business operating in eight Territories during the 2025 calendar year.

PART I: AVERAGE GROSS REVENUE GENERATED BY THE FRANCHISEES DURING THE 2025 CALENDAR SPLIT INTO THIRDS

AVERAGE GROSS REVENUE						
	Number of Franchisees (Total Territories)	**Average**	**High**	**Median**	**Low**	**# (and %) of Franchisees That Met or Exceeded Average**
Top Third	18 (89 Territories)	$1,652,128	$3,200,000	$2,153,597	$1,107,195	8 (44%)
Middle Third	19 (62 Territories)	$788,606	$1,031,156	$789,315	$547,475	8 (42%)
Bottom Third	19 (51 Territories)	$410,495	$538,589	$359,897	$181,206	10 (53%)

PART II: AVERAGE GROSS PROFIT MARGIN ATTAINED BY THE FRANCHISEES DURING THE 2025 CALENDAR SPLIT INTO THIRDS

AVERAGE GROSS PROFIT MARGIN						
	Number of Franchisees (Total Territories)	**Average**	**High**	**Median**	**Low**	**# of Franchisees That Met or Exceeded Average**
Top Third	18 (79 Territories)	52%	61%	56%	48%	6 (33%)
Middle Third	19 (59 Territories)	46%	48%	47%	45%	13 (68%)
Bottom Third	19 (64 Territories)	37%	44%	29%	13%	14 (74%)

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PART III: AVERAGE JOB SIZE GENERATED BY THE FRANCHISEES DURING THE 2025 CALENDAR SPLIT INTO THIRDS

AVERAGE JOB SIZE						
	Number of Franchisees (Total Territories)	**Average**	**High**	**Median**	**Low**	**# of Franchisees That Met or Exceeded Average**
Top Third	19 (70 Territories)	$6,353	$11,260	$8,188	$5,116	6 (32%)
Middle Third	19 (62 Territories)	$4,688	$5,605	$4,946	$4,287	12 (63%)
Bottom Third	18 (70 Territories)	$3,807	$4,281	$3,540	$2,800	12 (66%)

PART IV: AVERAGE CLOSE RATE ATTAINED BY THE FRANCHISEES DURING THE 2025 CALENDAR SPLIT INTO THIRDS

AVERAGE CLOSE RATE						
	Number of Franchisees (Total Territories)	**Average**	**High**	**Median**	**Low**	**# of Franchisees That Met or Exceeded Average**
Top Third	18 (57 Territories)	44%	71%	54%	36%	7 (39%)
Middle Third	19 (65 Territories)	33%	35%	33%	31%	11 (58%)
Bottom Third	19 (80 Territories)	25%	30%	26%	19%	12 (63%)

PART V: TOTAL GROSS REVENUE FOR THE COMPANY-OWNED BUSINESS DURING THE 2025 CALENDAR YEAR

Company-Owned Business (8 Territories)	
Gross Revenue	$2,797,873.04

Notes to Item 19:

1. Gross Revenue. "Gross Revenue" includes all sales of every kind and nature at or from the That 1 Painter business, regardless of whether the business has collected the amount of the sales. Gross Revenue does not include (a) receipts from any sales tax or similar taxes collected from customers and turned over to the governmental authority imposing the tax, (b) properly documented refunds to customers, or (c) properly documented promotional discounts (i.e., coupons).

2. Gross Profit Margin. “Gross Profit” means Gross Revenue minus Cost of Goods Sold. “Gross Profit Margin” is calculated by taking Gross Profit and dividing it by Gross Revenue. “Cost of Goods Sold” includes the labor and material costs that it took in order to complete the jobs.”

3. Average Job Size. “Average Job Size” is calculated by taking the total Gross Revenue generated by the applicable group and dividing it by the number of jobs completed by the group.

4. Close Rate. “Close Rate” is calculated by taking the number of quotes sent and dividing that amount by the number of quotes won.

5. Average. “Average,” also known as the “mean,” means the sum of all data points in a set, divided by the number of data points in that set.

6. 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 two numbers in the middle, adding them together, and dividing them by two.

7. The company-owned business is owned and operated by our affiliate.

8. Except as set forth herein, there are no material financial or operational characteristics of the outlets that are reasonably anticipated to differ materially from future franchise outlet operations.

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

10. **Some outlets have earned these amounts. Your individual results may differ. There is no assurance that you’ll earn as much.**

Other than the preceding financial performance representation, That 1 Painter Franchising LLC does not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting Steven Montgomery, That 1 Painter Franchising LLC, 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727, (512)270 - 0161, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20: OUTLETS AND FRANCHISEE INFORMATION

Table No. 1*
System-wide Outlet Summary
For Years 2023 to 2025

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	2023	28	62	+34
	2024	62	271	+209
	2025	271	315	+44
Company – Owned#	2023	4	12	+8
	2024	12	6	-6
	2024	6	8	+2
Total Outlets	**2023**	**32**	**74**	**+42**
	2024	**74**	**277**	**+203**
	2025	**277**	**323**	**+46**

* The numbers in this and each Item 20 table represent the number of Territories that our franchisees operate in. Each Territory is governed by its own Franchise Agreement.
#The company-owned outlet is operated by our affiliate(s).

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

Column 1 State	Column 2 Year	Column 3 Number of Transfers
California	2023	0
	2024	1
	2025	0
Connecticut	2023	0
	2024	0
	2025	1
Delaware	2023	0
	2024	0
	2025	1
Florida	2023	0
	2024	0
	2025	7
Indiana	2023	1
	2024	0
	2025	0
Kansas	2023	0
	2024	0
	2024	3
Kentucky	2023	0
	2024	1
	2025	0
Louisiana	2023	1
	2024	0
	2025	0
Minnesota	2023	0
	2024	0
	2025	8
Missouri	2023	0
	2024	0
	2025	2
New Jersey	2023	0
	2024	0
	2025	2
New York	2023	0
	2024	0
	2025	2
North Carolina	2023	0
	2024	2
	2025	2
Ohio	2023	0
	2024	0
	2025	4
Oklahoma	2023	0
	2024	0
	2025	2
Oregon	2023	0
	2024	0

	2025	5
South Carolina	2023	0
	2024	1
	2025	1
Tennessee	2023	0
	2024	0
	2025	6
Texas	2023	7
	2024	1
	2025	6
Utah	2023	0
	2024	3
	2025	0
Total	**2023**	**9**
	2024	**9**
	2025	**52**

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

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations - Other Reasons	Column 9 Outlets at End of the Year
Arizona	2023	0	1	0	0	0	0	1
	2024	1	10	0	0	0	0	11
	2025	11	2	0	0	0	0	14
Arkansas	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	0	3
California	2023	0	4	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	5	0	0	0	0	9
Colorado	2023	0	1	0	0	0	0	1
	2024	1	12	0	0	0	0	13
	2025	13	5	0	0	0	0	18
Connecticut	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Delaware	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Florida	2023	3	3	0	0	0	0	6
	2024	6	30	0	0	0	1	35
	2025	35	3	9	0	0	1	28
Georgia	2023	0	3	0	0	0	0	3

	2024	3	3	0	0	0	0	6
	2025	6	2	1	0	0	0	7
Idaho	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Illinois	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Indiana	2023	1	0	0	0	0	1*	0
	2024	0	4	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Iowa	2023	0	1	0	0	0	0	1
	2024	1	3	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Kansas	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	2	0	0	0	0	5
Kentucky	2023	0	1	0	0	0	0	1
	2024	1	3	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Louisiana	2023	1	0	0	0	0	0	1
	2024	1	4	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Maine	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Maryland	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Massachusetts	2023	0	0	0	0	0	0	0
	2024	0	3	0	0	0	0	3
	2025	3	8	0	0	0	0	11
Michigan	2023	0	0	0	0	0	0	0
	2024	0	8	0	0	0	0	8
	2025	8	1	0	0	0	0	9
Minnesota	2023	0	0	0	0	0	0	0
	2024	0	11	0	0	0	0	11
	2025	11	3	0	0	0	0	14
Mississippi	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Missouri	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	1	2
	2025	2	0	0	0	0	0	2
Nebraska	2023	0	0	0	0	0	0	0
	2024	0	5	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Nevada	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

	2025	0	0	0	0	0	0	0
New Hampshire	2023	0	0	0	0	0	0	0
	2024	0	4	0	0	0	0	4
	2025	4	0	0	0	0	0	4
New Jersey	2023	0	0	0	0	0	0	0
	2024	0	16	0	0	0	0	16
	2025	16	0	0	0	0	0	16
New York	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	0	0	0	0	0	2
North Carolina	2023	0	2	0	0	0	0	2
	2024	2	9	0	0	0	0	11
	2025	11	8	0	0	0	5	14
Ohio	2023	0	0	0	0	0	0	0
	2024	0	15	0	0	0	0	15
	2025	15	0	0	0	0	0	15
Oklahoma	2023	1	2	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	1	3
Oregon	2023	0	0	0	0	0	0	0
	2024	0	10	0	0	0	0	10
	2025	10	0	0	0	0	0	10
Pennsylvania	2023	0	0	0	0	0	0	0
	2024	0	11	0	0	0	0	11
	2025	11	6	0	0	0	1	16
South Carolina	2023	0	1	0	0	0	0	1
	2024	1	4	0	0	0	0	5
	2025	5	1	0	0	0	1	5
Tennessee	2023	0	6	0	0	0	0	6
	2024	6	1	0	0	0	0	7
	2025	7	2	0	0	0	2	7
Texas	2023	20	14	0	0	7	0	27
	2024	27	13	1	0	1	0	38
	2025	38	15	2	0	2	5	44
Utah	2023	0	2	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	2	0	0	0	0	5
Virginia	2023	0	0	0	0	0	0	0
	2024	0	14	0	0	0	0	14
	2025	14	0	0	0	0	0	14
Washington	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	3	0	0	0	0	3
Total	**2023**	**28**	**42**	**0**	**0**	**7**	**1**	**62**
	2024	**62**	**213**	**1**	**0**	**1**	**2**	**271**
	2025	**271**	**73**	**12**	**0**	**2**	**16**	**315**

*This Franchisee transferred and relocated from Indiana to Texas

Table No. 4
Status of Company Owned* Outlets
For Years 2023 to 2025

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
Texas	2023	4	3	7	0	2	12
	2024	12	0	1	0	7	6
	2025	6	0	2	0	0	8
Total	**2023**	**4**	**3**	**7**	**0**	**2**	**12**
	2024	**12**	**0**	**1**	**0**	**7**	**6**
	2025	**6**	**0**	**2**	**0**	**0**	**8**

*The company-owned outlet is operated by our affiliate.

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

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company Owned Outlets in the Next Fiscal Year
Arizona	2	2	0
Connecticut	1	1	0
Delaware	1	1	0
Florida	11	11	0
Louisiana	4	4	0
Maryland	5	5	0
Massachusetts	6	6	0
Michigan	5	5	0
New Jersey	12	12	0
New Mexico	2	2	0
New York	2	2	0
North Carolina	3	3	0
Ohio	7	7	0
Oklahoma	2	2	0
Pennsylvania	7	7	0
Rhode Island	1	1	0
South Carolina	6	6	0
Tennessee	3	3	0
Texas	5	5	0

Washington	2	2	0
Total	**87**	**87**	**0**

A list of the names, addresses, and telephone numbers of our current franchisees as of the end of our most recently completed fiscal year as well as a list of the names, addresses and telephone numbers of our franchisees who have had a franchise terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the issuance date of this franchise disclosure document, are attached as Exhibit F.

During the last three fiscal years, some current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

There are no trademark-specific franchisee organizations associated with the franchise system being offered in this Franchise Disclosure Document.

ITEM 21: FINANCIAL STATEMENTS

Our audited financial statements for the years ending December 31, 2023, December 31, 2024, and December 31, 2025, are included in Exhibit D. Exhibit D also includes a copy of our unaudited balance sheet and unaudited profit and loss statement as of February 28, 2026.

Our fiscal year end is December 31.

ITEM 22: CONTRACTS

Copies of all proposed agreements regarding the franchise offering are included in Exhibit B and C. These include our Franchise Agreement and all attachments to it (Marks, Territory Description, Minimum Sales Requirement, General Release, Statement of Ownership Interests in Franchisee, Spousal Guaranty, Internet, Social Media, Software, and Telephone Account Agreement, and Confidentiality and Non-Compete Agreement) as well as the Multi-Unit Addendum and all attachments to it.

ITEM 23: RECEIPT

A receipt in duplicate is attached to this Disclosure Document. You should sign both copies of the receipt. Keep one copy for your own records and return the other signed copy to Steven Montgomery, That 1 Painter Franchising LLC, 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727, (512) 270-0161.

EXHIBIT A

AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving as our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

State	State Agency	Agent for Service of Process
CALIFORNIA	Commissioner of the Department of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, CA 90013 (213) 576-7500 Toll-free (866-275-2677)	Commissioner of the Department of Financial Protection and Innovation
CONNECTICUT	State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii
ILLINOIS	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General
INDIANA	Indiana Secretary of State Securities Division 302 West Washington St., Room E-111 Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau

State	State Agency	Agent for Service of Process
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce
NEW YORK	Office of the New York State Attorney General Investor Protection Bureau, Franchise Section 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222	Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 11231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept. 401 Bismarck, North Dakota 58505 Phone: (701) 328-2910	North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept. 401 Bismarck, North Dakota 58505 Phone: (701) 328-2910
OREGON	Department of Consumer and Business Services Division of Finance and Corporate Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Director of the Department of Consumer and Business Services
RHODE ISLAND	Department of Business Regulation Division of Securities 1511 Pontiac Avenue, Building 69-1 Cranston, RI 02920 (401) 462-9585	Director of Rhode Island Department of Business Regulation
SOUTH DAKOTA	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Director of Insurance-Securities Regulation
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Director of Washington Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501
WISCONSIN	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin

EXHIBIT B

FRANCHISE AGREEMENT

THAT 1 PAINTER FRANCHISING, LLC

FRANCHISE AGREEMENT

FRANCHISEE

DATE OF AGREEMENT

THAT 1 PAINTER FRANCHISING, LLC
FRANCHISE AGREEMENT

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THIS FRANCHISE AGREEMENT (this "Agreement") is being entered into on _____, (the "Effective Date") by and between That 1 Painter Franchising, LLC, a Texas limited liability company with its principal place of business at 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727 (herein "Franchisor"), and _____, a(n) _____, with its principal place of business located at _____ and _____'s principals _____, an individual residing at _____ and _____, an individual residing at _____ ("Principal(s)"), who shall be collectively referred to in this Agreement as the "Franchisee".

RECITATIONS

Through the expenditure of considerable time, effort and money, Franchisor has developed and established a business that provides comprehensive residential and commercial painting and cosmetic rehabilitation services, using Franchisor's format, trade dress, methods of marketing and operation, training and assistance, Franchisor's confidential operations manual of business practices and policies (taken together herein the "System").

The System is identified by certain trade names, service marks**,** trademarks, logos, emblems and indicia of origin, including but not limited to the service mark That 1 Painter, as set forth in Attachment 2, and such other trade names, service marks, and trademarks as are now designated and may hereafter be designated or substituted by Franchisor for use in connection with the System (the "Marks").

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

Franchisee understands and acknowledges the importance of Franchisor's high and uniform standards of quality, service, and appearance, and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, the parties, in consideration of the promises, undertakings and commitments of each party to the other set forth herein, and intending to be legally bound hereby, mutually agree as follows:

1. RECITATIONS. The Recitations set out above form part of this Agreement.

2. GRANT OF FRANCHISE. Franchisor hereby grants to Franchisee and Franchisee accepts, upon the terms and conditions contained in this Agreement, the license to operate a That 1 Painter franchise that provides comprehensive residential and commercial painting and cosmetic rehabilitation services (the "Franchised Business"), using only the Marks licensed hereunder, in strict conformity with the System, which may be changed, improved and further developed by Franchisor from time to time. This grant applies only within a territory that is designated in Attachment 3 attached hereto and incorporated herein (the "Territory").

3. SOLICITATION AND SALES RESTRICTIONS

3.1 Territory. This Agreement grants Franchisee the right to operate the Franchised Business at a single location and from within the Territory. Subject to Sections 3.2, 3.3 and 3.4 below, Franchisor agrees that during the Term of this Agreement, Franchisor will not permit any other That 1 Painter franchisees, to operate a That 1 Painter business in the Territory using the same Marks as licensed to Franchisee in this Agreement so long as Franchisee (i) meets the minimum performance standards ("Minimum Performance Standards") set forth in Attachment 4 and (ii) is not in default under this Agreement or this Agreement has not been terminated. Except as otherwise specified in this Agreement, Franchisor reserves the right to open, operate or franchise That 1 Painter franchises around, bordering and adjacent to the Territory. Except as set forth in this Agreement, Franchisee is prohibited from serving and soliciting customers outside of the Territory and from alternative methods of distribution as more fully specified herein.

3.2 Minimum Performance Standards. Franchisee acknowledges the importance of actively developing the Territory to achieve maximum revenues, and, to that end, Franchisee agrees to use best efforts to market Franchisee's Franchised Business to meet the Minimum Performance Standards as outlined in Attachment 4 to this Agreement. Franchisee's failure to meet the Minimum Performance Standards is a material default of this Agreement, and upon such default, Franchisor is entitled to either (i) reduce the size of the Territory, (ii) terminate this Agreement, (iii) require Franchisee to attend additional training at franchisee's expense and pay any applicable training fee in connection with the same.

3.3 Outside-Area Sales. Franchisee is hereby permitted to perform residential and commercial painting services and cosmetic rehabilitation services outside of the Territory where: (A) the customer is (i) a current in-Territory customer of Franchisee and (ii) solicited the service of Franchisee to provide residential or commercial painting services, or residential or commercial cosmetic rehabilitation services at a property located outside of the Territory, or (B) the customer is (i) a former customer of Franchisee who has relocated outside of the Territory and (ii) solicited the service of Franchisee to provide residential or commercial painting services, or residential or commercial cosmetic rehabilitation services at a property in the customer's relocation area and (C) You can do business by word of mouth referral or for commercial work outside of their territory even if it is in another franchisee's territory, or (D) Franchisee otherwise obtains Franchisor's prior approval. Prior to performing any residential or commercial painting services, or residential or commercial cosmetic rehabilitation services pursuant to this Section 3.3, Franchisee shall obtain (x) any and all required licenses to conduct business in the subject location and (y) all required insurance as set forth in Article 15 hereof covering services that Franchisee performs in the subject location. Franchisee hereby acknowledges that other System franchisees have substantially similar rights to service customers outside of their territories, which includes servicing customers that may be within Franchisee's Territory, and Franchisee hereby agrees that the exercise of such right by other System franchisees is deemed not to impair or injure Franchisee's rights pursuant to Section 2 hereof.

3.4 Reservation of Rights. Franchisee understands and agrees that all rights to any businesses, other than as specified in this Agreement, are fully reserved to Franchisor within or outside of the Territory. By way of example only, Franchisor reserves the rights to offer (i) other services and products not offered under the Marks, (ii) other residential or commercial painting, and other residential or commercial cosmetic rehabilitation services concepts or products under the Marks or other trademarks, and (iii) products or services through other channels of distribution in the Territory including, but not limited to, co-branding with other residential or commercial painting businesses, and products offered through retail stores, the Internet or direct marketing ("Alternate Channels of Distribution"). Franchisor further specifically reserves the right to solicit, sell to, negotiated rates with, and service residential or commercial properties that conduct business across multiple areas or have multiple locations either regionally or nationally, such as real estate brokerage firms, property management firms, residential investors, and real estate developers ("Commercial Accounts"). Franchisor may offer Franchisee the right to service Commercial Accounts in the Territory, provided that Franchisee accept negotiated terms; otherwise, Franchisor may service the Commercial Accounts either directly or permit another franchisee to provide such service. Franchisee will receive no compensation for Franchisor's sales through Alternate Distribution Channels or declined Commercial Accounts made within the Territory. Franchisee agrees that such implementation of Franchisor's rights pursuant to this Section 3.4 is deemed not to impair or injure Franchisee's rights pursuant to Section 2 hereof.

4. TERM. Unless terminated earlier in accordance with the terms set forth in this Agreement, this Agreement and the Franchise granted hereunder shall commence upon the Effective Date set forth above and terminate on the date that is ten (10) years following the Opening Date, as defined in Section 8 hereof (the "Term").

5. RENEWAL OPTIONS. Subject to the terms and conditions of this Agreement, Franchisee shall have the right, following the expiration of the Term hereof, to enter into a new franchise agreement and other agreements then customarily employed by Franchisor and in the form then generally being offered to prospective franchisees in the state in which the Territory is located (the "Successor Franchise Agreement") for one (1) additional term of ten (10) years. The term of each such Successor Franchise Agreement shall commence upon the date of expiration of the immediately preceding term.

5.1 Form and Manner of Successor Agreement. If Franchisee desires to exercise Franchisee's option to enter into a Successor Franchise Agreement, it shall be done in the following manner:

5.1.1 Not less than six (6) months prior to the expiration of the Term of this Agreement, Franchisee shall request from Franchisor in writing, a copy of Franchisor's then current Disclosure Document (including Franchisor's then current franchise agreement).

5.1.2 Franchisee must execute and return to Franchisor all required documents, including any and all ancillary documents, within sixty (60) days after receipt by Franchisee of a copy of Franchisor's then current Disclosure Document.

5.1.3 The Successor Franchise Agreement shall supersede this Agreement in all respects, and Franchisee understands and acknowledges that the terms of such new agreement may differ from the terms of this Agreement, including, without limitation, higher or lower royalty and other fees.

5.1.4 If Franchisee fails to perform any of the acts, or deliver any of the notices required pursuant to this Section 5.1 in a timely fashion, such failure shall be deemed an election by Franchisee not to exercise Franchisee's option to enter into the Successor Franchise Agreement, and such failure shall cause Franchisee's right and option to automatically lapse and expire, without further notice by Franchisor.

5.2 Conditions of Successor Options. Franchisee's right to enter into a Successor Franchise Agreement is conditioned upon the following:

5.2.1 Franchisee shall be in full compliance with this Agreement and shall have materially performed Franchisee's obligations under this Agreement, Franchisor's operations manual ("Manual") and under all other agreements that may be in effect between Franchisee and Franchisor, including but not limited to all monetary obligations.

5.2.2 Franchisee shall not have committed five (5) or more events constituting default during the then current Term of this Agreement, whether or not such defaults were cured.

5.2.3 Franchisee will have completed any required additional training to Franchisor's reasonable satisfaction.

5.2.4 Franchisee performs such repairs, upgrades and replacements as Franchisor may require causing the Franchised Business equipment, computer system, vehicle(s) and other assets to conform to the then-current specifications for franchised businesses on the renewal date.

5.2.5 Franchisee shall execute a general release of all claims Franchisee may have against That 1 Painter Franchising, LLC, its parent, subsidiaries and affiliates, its officers, directors, shareholders, agents, and employees, whether in their corporate and/or individual capacities, in the form attached hereto as Attachment 5. This release will include all claims arising under any federal, state, or local law, rule, or ordinance.

5.2.6 Franchisee shall pay the required Successor Agreement Fee of 10% of the then-current initial franchise fee and sign the Successor Franchise Agreement.

5.3 Notice Required by Law. If applicable law requires Franchisor to give notice to Franchisee prior to the expiration of the Term, this Agreement shall remain in effect on a month-to-month basis until Franchisor has given the notice required by such applicable law. If Franchisor is not offering new That 1 Painter franchises, is in the process of revising, amending or renewing Franchisor's form of franchise agreement or disclosure document, or Franchisor is not lawfully able to offer Franchisee the then-current form of Successor Franchise Agreement at the time Franchisee advises Franchisor pursuant to Paragraph 5.2 hereof that Franchisee desires to renew, Franchisor may, in Franchisor's sole discretion, (i) offer to renew this Agreement upon the same terms set forth herein for the appropriate successor term or (ii) offer to extend the Term hereof on a month-to-month basis following the expiration of the Term for as long as Franchisor deems necessary or appropriate so that Franchisor may lawfully offer the then current form of Successor Franchise Agreement. Any timeframes specified in this Paragraph 5 shall be inclusive of any state mandated notice periods.

5.4 Additional Reservation of Rights. Notwithstanding anything herein to the contrary, Franchisor reserves the right not to enter into a successor franchise agreement as a result of a decision to withdraw from the Territory in which Franchisee's Franchised Business is located.

6. FEES

6.1 Initial Franchise and Royalty Fees. As part of the consideration for the right to operate the Franchise granted herein, Franchisee shall pay to Franchisor the following fees:

6.1.1 Initial Franchise Fee. Franchisee acknowledges and agrees that the grant of this Franchise and the rights and obligations of the parties under this Agreement constitute the sole and only consideration for the initial franchise fee of Fifty-Nine Thousand Dollars ($59,000.00) (the "Initial Fee"). **The Initial Fee is fully earned at the time this Franchise Agreement is signed and is not refundable under any circumstances.** Franchisee shall pay the full amount of the Initial Fee to Franchisor upon Franchisee's execution of this Agreement. If Franchisee meets one of our incentive programs, Franchisee will receive a 10% discount on the Initial Fee in connection with the purchase of the first Territory only.

6.1.2 Royalty Fee. Franchisee agrees to pay Franchisor, weekly throughout the Term, a royalty fee equal to the greater of (i) six percent (6%) of the Gross Revenue, or (ii) the Minimum Royalty Fee (collectively, the "Royalty Fee"). The Minimum Royalty Fee is equal to $461 per week (the "Minimum Royalty Fee"). The Minimum Royalty Fee for Franchisee's first Territory will start upon the earlier of (i) when Franchisee opens the Franchised Business, or (ii) 120 days after the Effective Date of this Agreement. If Franchisee enters into a Multi-Unit Addendum upon the execution of this Agreement, the Minimum Royalty Fee for Franchisee's second territory will start upon the earlier of (i) when Franchisee opens the franchised business in the second territory, or (ii) seven months after the effective date of the franchise agreement for the second territory. If Franchisee enters into a Multi-Unit

Addendum upon the execution of this Agreement, the Minimum Royalty Fee for Franchisee's third and each additional territory will start upon the earlier of (i) when Franchisee opens the franchised business in the applicable territory, or (ii) 13 months from the effective date of the franchise agreement for the applicable territory.

Gross Revenue. The term "Gross Revenue" includes all revenues and income from any source derived or received by Franchisee from, through, by or on account of the operation of the Franchised Business or made pursuant to the rights granted hereunder, including but not limited, any and all other revenues received using Franchisor's trademarks, methods, operations and/or trade secrets whether received in cash, in services, in kind, from barter and/or exchange, on credit (whether or not payment is actually received) or otherwise. Gross Revenues also include all proceeds from any business interruption insurance. Excluded from Gross Revenues are: (1) sales taxes and other taxes separately stated that Franchisee collects from customers and pays to taxing authorities; (2) refunds and credits made in good faith to arms' length customers, provided such credits or refunds are made in accordance with Franchisor's standards and specifications; and (3) the discount value of any voucher or other allowance that Franchisor authorizes at the time Franchisee redeems the customer's voucher or allowance. At Franchisor's option, Franchisee shall submit, or grant Franchisor access to, the Gross Revenue Report by an electronic transfer of data via the POS System at the times and interims then specified by Franchisor.

6.1.3 Gross Revenue Reports. Franchisee shall, on or before the sixth (6^{th}) day of each calendar month, furnish Franchisor with a report showing Franchisee's Gross Revenue at or from the Franchised Business and/or made pursuant to the rights granted hereunder during the immediately prior calendar month (the "Gross Revenue Report"). The Gross Revenue Report shall be in such form and shall contain such information as Franchisor may from time to time prescribe. At Franchisor's discretion, Franchisee shall submit the Gross Revenue Report by an electronic transfer of data via the computer information systems ("Computer System") that Franchisor requires Franchisee to use in the operation of the Franchised Business.

6.1.4 Method of Payment. Franchisee shall, together with the submission of the Gross Revenue Report, pay Franchisor the Royalty Fee and the Brand Development Fund Contribution, as defined and more particularly described in Article 13, then due. At Franchisor's request, Franchisee must execute documents that allow Franchisor to automatically take the Royalty Fee and Brand Development Fund Contribution due as well as other sums due Franchisor, from business bank accounts via electronic funds transfers. Franchisee's failure to allow electronic funds transfers on an ongoing basis is a material breach of this Agreement. If Franchisee fails to timely report Gross Revenue, then, in addition to a late fee and interest pursuant to Sections 6.2 and 6.3 hereof, Franchisor shall collect one hundred twenty percent (120%) of the last Royalty Fee payable. Franchisor shall reconcile amounts when Gross Revenues are reported.

6.2 Late Fee. If the Royalty Fee, Brand Development Fund Contribution, other fee due and payable to Franchisor or any Gross Revenue Reports are not received by Franchisor as required by this Agreement, Franchisee shall pay to Franchisor, in addition to the overdue amount, a late fee of Fifty Dollars ($50.) This late fee is reasonably related to Franchisor's costs resulting from the delay in payment and/or receipt of any report, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement for Franchisee's failure to pay the Royalty Fee, the Brand Development Fund Contribution, and/or submit Gross Revenue Reports in accordance with the terms of this Agreement.

6.3 Interest. Any and all amounts that shall become due and owing from Franchisee to Franchisor under the terms hereof shall bear interest from the date due until paid at the rate of 1.5% per month or at the highest rate permitted by law, whichever is higher.

6.4 Non-Sufficient Funds Fee. In the event any of Franchisee's checks are returned, or an electronic funds transfer from Franchisee's bank account is denied, for insufficient funds, Franchisee shall pay Franchisor, in addition to the amount due, a non-sufficient funds fee of One Hundred Dollars ($100.00) per occurrence. This non-sufficient fund fee is reasonably related to Franchisor's costs resulting from the delayed and declined payment, is not a penalty, and is in addition to any other remedy available to Franchisor under this Agreement.

6.5 Technology Fee. Currently, $650 to $1,000 per month for new or improved technology adopted, developed or otherwise required by Franchisor for the benefit of the System and Franchised Business, including but not limited to, assigned phone numbers and email addresses required for use in the Franchised Business, a franchise portal, benchmarking platform or other operations or communications systems ("Technology Fee"). In Franchisor's sole discretion, Franchisor may (i) increase the amount of the technology fees or (ii) replace the technology with different technology, developed by Franchisor or a third-party, and Franchisee shall pay the then-current fees for the replacement technology and for continuous access thereto. Payment of the Technology Fee will be made in the manner and frequency as reasonably determined by Franchisor. The Technology Fee will not increase by more than 15% each year.

6.6 National Accounts and Corporate Sales. For customers who have regional or nationwide locations ("National Accounts") and other customers that are generated and sold as part of Franchisor's marketing efforts ("Corporate Sales"), Franchisor will charge 5% of Gross Revenue. This amount is in addition to the Royalty Fee. If you qualify, you must participate in the National Accounts and Corporate Sales program. We reserve the right to modify the National Accounts and Corporate Sales program as we deem appropriate.

6.7 Non-Compliance. If Franchisee is non-compliant with any area of the Operations Manual Franchisor may impose a non-compliance fee of Five Hundred Dollars ($500) per incident. This is in addition to any other rights or remedies we may have under this Agreement.

6.8 Taxes. If any sales, excise, use or privilege tax is imposed or levied by any government

or governmental agency on Franchisor for any Royalty Fee, Brand Development Fund Contribution or other fees due and payable to Franchisor under this Agreement, Franchisee shall pay Franchisor a sum equal to the amount of such tax.

7. TRAINING

7.1 Initial Management Training Program. Franchisee shall attend and complete to Franchisor's sole and absolute satisfaction, Franchisor's initial management training program ("Initial Management Training Program") prior to the opening of the Franchised Business. The Initial Management Training Program consists of a course conducted at Franchisor's headquarters in Austin, Texas followed by an online course. Franchisor reserves the right to designate an alternate location for the Initial Management Training Program. Franchisee must at all times during the term of this Agreement have a principal who has successfully completed the Initial Management Training Program to Franchisor's sole and complete satisfaction. We will charge you an Initial Training Fee of $1,500 per individual that will attend training per person and are due prior to the commencement of training. Notwithstanding the foregoing, Franchisee shall be required to pay all of the expenses of the Initial Trainees, including, without limitation, costs of travel, most meals and wages. If Franchisee opens in five or more Territories, Franchisee is required to pay Franchisor a training fee of $3,500 to train Franchisee's Regional Director. Franchisor also currently offers an optional commercial training program that is approximately 2-weeks and costs $10,000 per person.

7.2 Satisfactory Completion. Franchisor shall determine, in Franchisor's sole discretion, whether the Initial Trainees have satisfactorily completed the Initial Management Training Program. If the Initial Management Training Program is not satisfactorily completed by the Initial Trainees, or if Franchisor, in Franchisor's reasonable business judgment based upon the performance of the Initial Trainees, determines that the Initial Management Training Program cannot be satisfactorily completed by Franchisee or a Principal, Franchisor may terminate this Agreement.

7.3 Additional Training. We may offer mandatory additional training programs from time to time. You and your general manager must participate in refresher training for up to five (5) days per year, at a location we designate. We may also require you to attend a national business meeting or annual convention for up to five (5) days per year, at a location we designate. You are responsible for any and all incidental expenses incurred by you and your personnel in connection with additional training or attendance at Franchisor's national business meeting or annual convention including a fee from $500 to $5,000 and without limitation, costs of travel, lodging, meals and wages. The Franchisor reserves the right to impose a reasonable fee for all other additional training programs. Franchisee's failure to attend and/or complete mandatory additional training or failure to attend Franchisor's national business meeting or annual convention is a default of this Agreement. Franchisee or Franchisee's principal(s) shall be required to obtain any missed mandatory additional training at a location Franchisor designates. Franchisee shall pay all costs and expenses for such additional missed training, including but not limited to, tuition at the then-current rate and any and all transportation, meals and

lodging of Franchisee, Franchisee's principal(s) and Franchisor's training personnel. Franchisee shall pay to Franchisor any incurred expenses by Franchisor's training personnel within ten (10) days of Franchisor's billing thereof to Franchisee via ACH.

7.4 In-Territory Remedial Training. Upon Franchisee's reasonable request or as Franchisor shall deem appropriate, Franchisor shall, during the term hereof, subject to the availability of personnel, provide Franchisee with additional trained representatives who shall provide phone or screen-share remedial training and assistance to Franchisee's personnel. For any additional on-site training and assistance within the Territory, Franchisee shall pay the per diem fee then being charged to franchisees under the System for the services of such trained representatives, plus their costs of travel, lodging, and meals.

7.5 Counseling and Assistance. In addition to visits by Franchisor's field representatives, as Franchisor deems appropriate, Franchisor shall, within reasonable limits and subject to the availability of Franchisor's personnel, upon Franchisee's request and at no charge, unless such assistance is provided in Territory pursuant to Section 7.4, furnish consultation and assistance to Franchisee, either in person or by telephone, video conference, electronic mail or postal service, as determined by Franchisor, in Franchisor's sole discretion, with respect to the operation of the Franchised Business, including consultation and advice regarding employee training, marketing, operation issues, bookkeeping and System improvements.

8. FRANCHISED BUSINESS SITE REQUIREMENTS

8.1 Franchisee shall commence operation of the Franchised Business from a home-based office. If Franchisee desires to operate out of a commercial office location during the Term, such office location is subject to Franchisor's approval, and in accordance with Section 8.3 hereof. Franchisee assumes all cost, liability, expense and responsibility for equipping and outfitting the Franchised Business office as outlined in the Manual.

8.2 Time to Open. Franchisee acknowledges that time is of the essence in this Agreement. Upon Franchisee's compliance with the conditions stated below, Franchisee shall open the Franchised Business, which shall be defined herein as the "Opening Date". Prior to the Opening Date, Franchisee shall (i) satisfactorily complete Franchisor's Initial Management Training Program, as further set forth in Article 7, (ii) hire and train staff, if required, (iii) obtain all required licenses to operate the Franchised Business, and (iv) obtain all equipment Franchisor requires, including but not limited to, computer systems, software, applications, and vehicle in accordance with Franchisor's standards. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from opening for business. Franchisee's failure to open the Franchised Business and commence business (i) in accordance with the foregoing, and (ii) within thirty to ninety (30-90) days following the date of this Agreement, unless otherwise extended by Franchisor, shall be deemed a material event of default under this Agreement.

8.3 No Relocation. Franchisee's rights to operate the Franchised Business shall be limited to the Territory set forth in Attachment 3, and no other. Franchisee shall not relocate the office of the Franchised Business to commercial premises at any time without Franchisor's written approval, which approval shall be granted only in the sole and complete discretion of Franchisor, and if permitted, shall be at Franchisee's sole expense. In the event such permission is granted, (i) Franchisee shall remove any signs or other property from the original Franchised Business office which identified the original Franchise Business office as part of the System and (ii) the parties shall amend Attachment 3 to reflect the address of the new Franchised Business office location.

9. MAINTENANCE AND IMPROVEMENT OF THE FRANCHISED BUSINESS AND SYSTEM

9.1 Maintenance of Franchised Business Assets. Franchisee shall maintain the Franchised Business office location, all required Franchised Business equipment, Franchisee's vehicle, the Computer System, and all hardware, software and related accessories to the standards of quality, repair and condition required by Franchisor, which standards are specified in the Manual and other written directives, standards and specifications. Franchisee, at Franchisee's expense, shall make such alterations, repairs, refurbishing and replacements as may be required to comply with Franchisor's standards, including, without limitation, periodic repairs or replacement of worn or impaired equipment, vehicles and computer hardware, software and accessories, as Franchisor may direct.

9.2 Equipment and Technology Updates. Franchisee shall make any and all upgrades to equipment, including but not limited to, the Computer System, telecommunications hardware and software, payment processing systems, and any technology used in conjunction therewith, as Franchisor requires in its sole and absolute discretion.

9.3 System Services. From time to time, Franchisor, in Franchisor's sole discretion, may modify or add to the residential and commercial painting services offered by That 1 Painter. Upon written notice by Franchisor, Franchisee shall incorporate all modifications and additions to the services offered by Franchised Business, and Franchisee shall (i) purchase, or otherwise obtain access to, all necessary equipment, software, applications and/or supplies to perform such modified or additional services and (ii) attend any additional training, in accordance with Section 7.4 hereof, as Franchisor may direct.

9.4 Trade Dress Modifications.

9.4.1 Franchisee is aware that to maintain and improve the image and reputation of the System, Franchisor, in its sole and absolute discretion, may change and modify identifying elements of the System, including but not limited to, the adoption and use of new or modified color schemes, tag lines, logos or marks (collectively, "Trade Dress Modifications").

9.4.2 Franchisee shall, at Franchisee's sole expense, modify identifying elements of the Franchised Business, as required by Franchisor to conform to Trade Dress

Modifications. Franchisee, upon notice by Franchisor and in accordance with Section 14.6 hereof, shall immediately discontinue the use of any Mark that is no longer desirable or available to Franchisor and substitute a different Mark or Marks as Franchisor directs.

9.4.3 Franchisee will accept, use and display any such Trade Dress Modifications as if they were a part of this Franchise Agreement at the time of execution hereof.

9.5 No Liability/Waiver of Claims. Franchisor shall not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any of the additions or modifications, including Trade Dress Modifications, required by this Article 9. Franchisee hereby covenants not to commence or join in any litigation or other proceeding against Franchisor or any third party, complaining of any such or seeking expenses, losses or damages caused thereby. Further, Franchisee expressly waives any claims, demands or damages arising from or related to the additions and modifications contemplated by this Article 9, including, without limitation, any claim of breach of contract, breach of fiduciary duty, fraud, and/or breach of the implied covenant of good faith and fair dealing.

9.6 Franchisee Advisory Council. Franchisor reserves the right to create (and if created, the right to change or dissolve) a franchisee advisory council as a formal means for System franchisees to communicate ideas. In the event a franchisee advisory council is created, Franchisor may invite Franchisee to participate in council-related activities and meetings, which invitation may be based on a franchisee's level of success, superior performance and profitability.

10 FRANCHISOR'S OBLIGATIONS

Franchisor and/or its designated representative will provide the services described below:

10.1 Territory and Site Determination. Designate the boundaries of Franchisee's Territory, by description and/or mapped boundaries, and set forth same in Attachment 3 attached hereto and incorporated herein. Franchisor shall also approve a commercial site of the Franchised Business office location in accordance with Section 8.3, if applicable.

10.2 Manual. Provide Franchisee access to the Confidential Operations Manual and such other manuals and written materials as Franchisor may hereafter develop for use by franchisees, as the same may be revised by Franchisor from time to time. Such documents may be provided electronically or via the Internet, at Franchisor's sole and absolute discretion.

10.3 Pre-Opening Requirements. Provide Franchisee with a written list of other equipment (including vehicle specifications), signage, supplies and products that will be required and/or recommended to open the Franchised Business for business.

10.4 Advertising Materials. Provide samples or digital artwork of certain advertising and promotional materials and information developed by Franchisor from time to time for use by Franchisee in marketing and conducting local advertising for the Franchised Business.

10.5 List of Suppliers. Make available from time to time, and amend as deemed appropriate by Franchisor, a list of approved and/or recommended suppliers of products and services for System franchisees. This list will be included in the operations manual.

10.6 Training. The training programs specified in Article 7 herein.

10.7 On-Going Assistance. Post-opening assistance in accordance with the provisions of Article 7.

10.8 Brand Development Fund. Administer a Brand Development Fund in accordance with Section 13.3.

11 FRANCHISEE'S REPRESENTATIONS, WARRANTIES AND COVENANTS

11.1 Best Efforts. Franchisee, including each of Franchisee's Principals, covenants and agrees that he or she shall make all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum sales.

11.2 Corporate Representations. If Franchisee is a corporation, partnership, limited liability company, or other legal entity, Franchisee and each Principal represent, warrant and covenant that:

11.2.1 Franchisee is duly organized and validly existing under the state law of its formation;

11.2.2 Franchisee is duly qualified and is authorized to do business in the jurisdiction of the Franchised Business location and the Territory;

11.2.3 Franchisee's organizational documents shall at all times provide that the activities of Franchisee are confined exclusively to the operation of the Franchise granted herein, unless otherwise consented to in writing by Franchisor, which consent may be withheld by Franchisor in Franchisor's sole discretion;

11.2.4 The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's power and have been duly authorized by Franchisee;

11.2.5 Any financial statements and tax returns provided to Franchisor shall be certified as true, complete and correct and shall have been prepared in conformity with generally accepted accounting principles applicable to the respective periods involved and, except as expressly described in the applicable notes, applied on a

consistent basis. No material liabilities, adverse claims, commitments or obligations of any nature exist as of the date of the statements or returns, whether accrued, unliquidated, absolute, contingent or otherwise, that are not reflected as liabilities; and

11.3 Guaranty. If any Franchisee or Principal is a married individual and the Franchisee's or Principal's spouse has not executed this Agreement, such Franchisee or Principal shall cause his or her spouse to personally execute and bind himself or herself to the terms of a Guaranty, in the form attached as Attachment 7 hereof.

11.4 Personal Supervision.

11.4.1 Franchisee shall personally supervise the operation of the Franchised Business and may not appoint a manager, unless Franchisee receives Franchisor's prior written consent. Franchisee accepts full responsibility for, and shall be fully liable to, Franchisor for the acts and omissions of any and all agents, employees or third persons working for or with Franchisee. Franchisee shall ensure that its agents, employees and all third-party business affiliates observe and adhere to all applicable terms, conditions and restrictions contained in this Agreement and in the Manual; including but not limited to quality and service standards, confidentiality, works made for hire, non-compete and the agreement to return all Franchisor proprietary and confidential information. Any breach of a term or condition contained in this Agreement by an agent, employee or third party working for Franchisee shall be deemed to be the same as a direct breach by Franchisee and its Principals; and Franchisor shall have all the same rights and remedies as if the breach occurred through the direct acts or omissions of the Franchisee and/or its named Principals. Franchisee's agents, employees and third-party business affiliates shall further:

(i) Meet all Franchisor's standards and criteria for such individual(s), as set forth in the Manual.

(ii) Execute a confidentiality and non-compete agreement in a form substantially similar to Attachment 9 (pursuant to applicable law).

(iii) Satisfy the training requirements set forth in Article 7, including completion of the Initial Management Training Program, if required by Franchisor. Franchisee shall pay Franchisor the then-current fee for attendance at the Initial Management Training Program and shall pay all other costs of to attend training, including transportation, lodging, and meals.

11.4.2 Franchisee shall promptly notify Franchisor when any employee, agent or third-party affiliate previously granted access to Franchisor's proprietary or confidential information ceases to be employed or affiliated with Franchisee, so that any and all access rights to Franchisor proprietary or confidential information may be terminated and all such materials returned to Franchisor. Any failure by Franchisee to comply with the requirements of this Section shall be deemed a material event of default under this Agreement.

11.5 Legal Compliance. Franchisee shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business. Such laws, rules and regulations shall include, without limitation, licenses to do business, fictitious name registrations, sales and other tax permits, any permits, certificates or licenses required by any industry regulatory agency or association and any other requirement, rule, law or regulation of any federal, state or local jurisdiction.

11.6 Claims and Potential Claims. Franchisee shall notify Franchisor in writing within three (3) days of any incident or injury that could lead to, or the actual commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which in any way relating to or affecting the operation or financial condition of the Franchised Business. Any and all media inquiries concerning the Franchised Business, including, but not limited to, the business operation and incidents and occurrences related to a customer or employee, shall be referred to Franchisor. Neither Franchisee, Franchisee's employees nor anyone on Franchisee's behalf may comment to any broadcast medium, except as directed by Franchisor.

11.7 Assignment of Numbers and Listings. At Franchisor's request, Franchisee shall execute such forms and documents as Franchisor deems necessary to appoint Franchisor its true and lawful attorney-in-fact, with full power and authority, for the sole purpose of assigning to Franchisor, Franchisee's telephone numbers and listings; and provide Franchisor with passwords and administrator rights for all email, software, social media or other such accounts used or created by Franchisee in order to operate the Franchised Business. Upon the expiration or termination of this Agreement, Franchisor may exercise its authority, pursuant to such documents, to obtain any and all of Franchisee's rights to the telephone numbers of the Franchised Business and all related telephone directory listings and other business listings, and all Internet listings, domain names, Internet advertising, websites, listings with search engines, electronic mail addresses, social media, or any other similar listing or usages related to the Franchised Business.

11.8 Access to Tax Filings. Upon execution of this Agreement, and at any time thereafter upon Franchisor's request, Franchisee shall execute such forms and documents as Franchisor deems necessary, to appoint Franchisor its true and lawful attorney-in-fact with full power and authority, for the sole purpose of obtaining any and all returns and reports filed by Franchisee with any state or federal taxing authority.

11.9 Continuing Obligation. Franchisee and each Principal acknowledge and agree that the representations, warranties and covenants set forth in this Article 11 are continuing obligations of Franchisee and each Principal, as applicable, and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee and each Principal shall cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties and covenants.

12 FRANCHISEE'S OPERATIONS

12.1 Operation of Franchised Business. In order to maintain the highest degree of quality and service on a uniform System-wide basis, Franchisee shall operate the Franchised Business in conformity with the methods, standards and specifications prescribed by Franchisor. Franchisee agrees to comply with the Manual, as it is modified from time to time, and all directives, rules and procedures specified by Franchisor, and will, among other things:

12.1.1 Procure the necessary licenses or permits to allow the operation of the Franchised Business and otherwise comply with all applicable governmental laws, ordinances, rules and regulations;

12.1.2 Conduct sales and service of customers using Franchisor's format, methods, forms, reports and software and otherwise in accordance with Franchisor's standards and specifications;

12.1.3 Employ sufficient employees as prescribed by Franchisor to operate the Franchised Business at its maximum capacity and efficiency as required by Franchisor;

12.1.4 Employ only qualified individuals, in accordance with Section 12.5 below, who are trained and licensed as required by Franchisor and who will at all times conduct themselves in a competent and courteous manner in accordance with this Agreement and the image and reputation of the System. Franchisee shall require Franchisee's employees to wear clothing conforming to Franchisor's specifications as to style, color, and design as Franchisor may from time to time reasonably designate so as to maintain the goodwill and reputation of Franchisor, the System and the Marks. Franchisee acknowledges and agrees that poorly trained employees, sloppy or unclean appearances and incompetent or discourteous service are extremely damaging to the goodwill of the System and the Marks and are a material default of this Agreement;

12.1.5 Permit Franchisor or its agents, to inspect the Franchised Business and any services, products, or equipment, through service call attendance or otherwise, to determine whether they meet Franchisor's then-current standards, specifications and requirements. In addition to any other remedies Franchisor may have, Franchisee shall reimburse Franchisor for Franchisor's inspection costs of any product or service that does not conform to the System standards and specifications;

12.1.6 Maintain in good working order, cleanliness and appearance, all vehicles for use in the Franchised Business. Franchisor reserves the right to set specifications and standards of condition, age and branding, as set forth in the Manual, of vehicles used in the Franchised Business.

12.1.7 Prominently display identifying elements of the System of such nature, form, color, number, location and size, and containing such material, as Franchisor may from time to time reasonably direct or approve in writing; and to refrain from using any

sign, advertising media or identifying element of any kind to which Franchisor reasonably objects, including signs and advertising media which have been outdated. Upon giving Franchisee notice of its objection to same or upon termination hereof, Franchisor may at any time enter upon the Franchised Business office location or elsewhere and remove any objectionable or non-approved sign, advertising media or identifying element and keep or destroy same without paying therefor or without being deemed guilty of trespass or any other tort;

12.1.8 Conduct all advertising programs in a manner consistent with Franchisor's standards and specifications, in a manner satisfactory to Franchisor and that will not detract from the reputation of the System or the Marks; and

12.2. Bookkeeping and Reports.

12.2.1. Franchisee agrees to keep and maintain complete and accurate books and records of its transactions and business operations using the accounting procedures specified by Franchisor. Franchisee agrees to purchase the computer systems specified in Section 12.3 to maintain the records and accounts of the Franchisee to the standards of the Franchisor. Franchisee acknowledges and agrees that the financial performance of Franchisee's Franchised Business may be published in franchise disclosure document(s) issued by Franchisor following the Effective Date hereof.

12.2.2. Within thirty (30) days after the close of each calendar quarter and within ninety (90) days after the close of each fiscal year, Franchisee will furnish Franchisor a full and complete written statement of income and expense and a profit and loss statement for the operation of the Franchised Business during said period, together with a balance sheet for the Franchised Business, all of which shall be prepared in accordance with generally accepted accounting principles and practice. Franchisee's annual statements and balance sheets shall be prepared by an independent certified public accountant and certified to be correct.

12.2.3. The financial statements required hereunder shall be in such form and contain such information as Franchisor may from time to time reasonably designate.

12.2.4. Franchisor reserves the right to require Franchisee to engage the services of a third-party accounting services firm, designated and approved by Franchisor, in the event that (i) Franchisee fails to keep books and records in accordance with Franchisor's standards or (ii) Franchisor, in its sole discretion, determines that use of a third-party accounting services firm by all System franchisees is beneficial to the System.

12.2.5. Franchisor shall have the right at all reasonable times to examine, at its expense, Franchisee's books, records, and tax returns. If an examination reveals that you have understated any Gross Revenue report by two percent (2%) or more, you shall reimburse the Franchisor for the cost of such examination and pay the Franchisor the amounts due together with interest thereon at the rate provided herein. Such understatement may be considered a material default hereunder. Two (2) such

understatements during the Term of this Agreement may, at the option of Franchisor, be considered an incurable default and thereby subject to termination as provided herein.

12.3 Computer Systems.

12.3.1. Franchisee, at Franchisee's sole expense, shall install and maintain the Computer System and other computer hardware and software Franchisor requires for the operation of the Franchised Business and shall follow the procedures related thereto that Franchisor specifies in the Manual or otherwise in writing.

12.3.2. Franchisor may require Franchisee, at Franchisee's sole expense, to install and maintain systems and web-based payment processing and bookkeeping accounts that permit Franchisor to independently and electronically access and retrieve any information stored in Franchisee's Computer System and accounts, including, without limitation, information concerning Gross Revenue. Upon Franchisor's request, Franchisee shall execute such documents as Franchisor deems necessary to permit Franchisor to independently and electronically access and retrieve all information stored on Franchisee's Computer System, other systems and web-based payment processing and bookkeeping accounts.

12.3.3 Any and all customer data collected or provided by Franchisee, retrieved from Franchisee's Computer System, or otherwise collected from Franchisee by Franchisor or provided to Franchisor, is and will be owned exclusively by Franchisor and will be considered to be Franchisor's proprietary and Confidential Information. Franchisor has the right to use such data in any manner without compensation to Franchisee. Franchisor licenses to Franchisee the use of such data solely for the purpose of operating the Franchised Business; provided that, this license shall automatically and irrevocably terminate, without any additional action or notice required by Franchisor, upon the expiration or earlier termination of this Agreement.

12.3.4. Franchisor may require Franchisee, at Franchisee's sole expense, to enter into software license agreements in the form that Franchisor requires for software Franchisor develops or acquires for use in the System.

12.3.5. Franchisee shall have and maintain adequate hardware and software in order to access the Internet at the speed required by Franchisor from time to time. Franchisee shall use the electronic mail account provided by Franchisor. Franchisee shall promptly read and respond to all electronic mail related to the Franchised Business no less often than on a daily basis and shall accept and acknowledge receipt of all electronic mail sent by Franchisor. Franchisee shall not establish any website or other listing on the Internet except as provided and specifically permitted herein.

12.3.6. Franchisor has established a website that provides information about the System and the services and products offered by the That 1 Painter System (the "Website").

Franchisor has sole discretion and control over the Website. Franchisor shall include a listing on its Website of Franchisee's contact information and permit Franchisee to upload previous completed work. Franchisee has no ownership or other proprietary rights to Franchisor's Website and Franchisee will lose all rights to such listing of Franchisee's contact information upon expiration or termination of this Agreement for any reason.

12.3.7. In addition to Franchisee's obligations pursuant to Section 6.6 hereof, Franchisee shall pay all fees, whether to Franchisor or to third party vendor(s), and expenses for technology required by this Agreement for operation of the Franchised Business, including but not limited to, the costs of computer hardware and software and applications, installation costs and regularly recurring fees for software, Internet access, license fees, help desk fees, and licensing or user-based fees.

12.3.8 Franchisee is solely responsible for maintaining the security and integrity of the computer and payment processing systems used in the Franchised Business and the customer and other data stored therein. Franchisee, at Franchisee's sole cost and expense, shall implement all computer hardware, software and Internet security procedures, including required updates or upgrades thereto, that are reasonably necessary to protect Franchisee's computer and payment processing systems and the data stored therein from viruses, malware, privacy breaches or other unauthorized access.

12.4 Safety and Security. Franchisee is solely responsible for the safe and secure operation of the Franchised Business and the services provided thereby for Franchisee, Franchisee's personnel, customers, agents, and the general public. All matters of safety and security are within Franchisee's discretion and control, and Franchisee's indemnification obligations set forth in Section 15.6 hereof shall apply to any claims made against Franchisor regarding safety or security.

12.5 Prices. Subject to applicable law, Franchisor may recommend or set maximum prices for services and products offered by Franchisee, which may vary depending on geographic and other market conditions. Franchisee acknowledges that Franchisor has made no guarantee or warranty that offering services or products at any particular price will enhance Franchisee's sales or profits.

12.6 Employee Background Check. Franchisee shall conduct a background review of every prospective employee's criminal history and any other histories that Franchisor requires and that Franchisee determines to be necessary and appropriate, prior to hiring. Franchisee shall not hire any prospective employee for any position involving entrance to a residence if such prospective employee's background review indicates, in Franchisee's sole discretion, a propensity for violence, dishonesty, negligent, reckless or careless behavior, or a conviction for any crime. Notwithstanding the foregoing, all matters of employment and the safety of Franchisee's customers and their clients are within Franchisee's discretion and control. Franchisor shall not be liable to Franchisee, any employee or prospective employee of Franchisee, or any third-party for any act or omission of Franchisee or any

employee or agent of Franchisee, and Franchisee's indemnification obligations set forth in Section 15.6 hereof shall apply to any claims, demands or actions against Franchisor arising from any act or omission of Franchisee or any employee or agent of Franchisee (including, without limitation, refusal to hire or discrimination claims or claims asserted by third parties for torts allegedly committed by any employee or agent of Franchisee).

12.7 Customer Dispute Resolution. Franchisee acknowledges Franchisor's philosophy that exceeding customers' expectations is essential to Franchisee's success as well as the reputation and success of the System and other That 1 Painter franchisees and that all System franchisees shall endeavor to go above and beyond expectations and generosity in all customer dealings. Accordingly, Franchisee agrees to: (i) use its best efforts to ensure the complete satisfaction of each of Franchisee's customers; (ii) apply the highest standards of customer service and use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; (iii) respond to customer complaints in a courteous, prompt, and professional manner; (iv) use its best efforts to promptly and fairly resolve customer disputes; and (v) within twenty-four (24) hours of receiving a request from Franchisor, provide Franchisor a written summary of the dispute. If Franchisee fails to resolve a dispute with a customer, for any reason whatsoever, Franchisor, in its sole discretion and for the sole purpose of protecting the goodwill and reputation of the System and the Marks, may (but shall not be obligated to) investigate the matter and take such action as Franchisor may deem necessary or appropriate to resolve the dispute fairly and promptly, including, but not limited to, the issuance of a refund on Franchisee's behalf. Within ten (10) days after receiving notice thereof, Franchisee shall reimburse Franchisor for any amounts refunded to a customer on Franchisee's behalf. **Franchisee hereby authorizes Franchisor to take payment of refunded amounts, at Franchisor's option, through electronic funds transfer or ACH payment.** Nothing contained in this Section or any other provision of this Agreement shall be construed to impose liability upon Franchisor to any third party for any action by or obligation of Franchisee.

12.8 Unapproved Item/Suppliers. If Franchisee desires to purchase, lease or use any unapproved equipment, product, or service or to purchase, lease or use any equipment, product or service from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval prior to using such product, service or supplier. Franchisee shall not purchase or lease any item or use any supplier until and unless such item or supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the supplier's facilities and to test or otherwise evaluate samples from the supplier. Franchisor reserves the right to charge Franchisee an evaluation fee of Five Hundred Dollars ($500.00) to offset Franchisor's cost and time for evaluation, inspection and testing. Franchisor shall notify Franchisee whether Franchisor approves or disapproves of the proposed item or supplier within sixty (60) days after Franchisor receives all required information to evaluate the product, service or supplier. If Franchisor approves of the item or service for use by the entire system, Two Hundred Fifty Dollars ($250.00) of the evaluation fee shall be refunded. Franchisor reserves the right, at its option, to re-inspect from time to time the facilities and products of any such approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's then-current criteria. Nothing

in the foregoing shall be construed to require Franchisor to approve any particular item or supplier.

12.9 External Quality Assurance Services. Franchisor reserves the right to establish quality assurance programs conducted by third-party providers, including, but not limited to, customer surveys and periodic quality assurance audits ("Quality Review Services"). Upon Franchisor's request and at Franchisee's sole cost and expense, Franchisee shall subscribe, to any such third-party provider for Quality Review Services to monitor the operations of the Franchised Business as directed by Franchisor.

12.10 Variations in Standards. Notwithstanding anything to the contrary contained in this Agreement and this Section 12 in particular, Franchisee acknowledges and agrees that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor specifically reserves the right and privilege, at its sole discretion and as it may deem in the best interests of all concerned in any specific instance, to vary performance standards for some franchisees based upon the peculiarities and characteristics of the particular circumstance, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of such particular franchise business. Franchisor has full rights to vary standard specifications and practices for any other franchisee at any time without giving Franchisee comparable rights. Franchisee shall not be entitled to require Franchisor to disclose or grant to Franchisee a like or similar variation.

13. ADVERTISING, PROMOTIONS AND RELATED FEES

13.1 Advertising Programs. Franchisor may from time to time develop and administer advertising and sales promotion programs designed to promote and enhance the collective success of all Franchised Businesses operating under the System. Franchisee shall participate in all such advertising and sales promotion programs in accordance with the terms and conditions established by Franchisor from time to time for each program. In all aspects of these programs, including, without limitation, the type, quantity, timing, placement and choice of media, market areas and advertising agencies, the standards and specifications established by Franchisor, as modified from time to time, shall be final and binding upon Franchisee.

13.2 Local Advertising.

13.2.1 In addition to the ongoing advertising contributions set forth herein, and following the expenditures set forth in Section 13.2.3 below, Franchisee shall spend monthly, throughout the first year of this Agreement, not less than Three Thousand Dollars ($3,000.00) per month, subject to reasonable increases by Franchisor, on advertising for the Franchised Business in the Territory ("Local Advertising"). After the first year, Franchisee shall spend monthly, not less than the greater of 4% of Gross Revenue or $3,000 per month. Franchisor may require Franchisee to allocate to an advertising cooperative, as described in Section 13.4, up to One Thousand Dollars ($1,000) or 1% Gross Revenue, whichever is greater, per month

which can come from the Franchisee's required Local Advertising expenditures. Such allocation will be in partial satisfaction of Franchisee's obligations pursuant to this Section 13.2.1. Franchisor reserves the right to collect some or all of Franchisee's Local Advertising expenditure and implement Local Advertising on Franchisee's behalf. Franchisee will pay an approved supplier or other third-party a Local Advertising Management Fee, which is currently $650-$1,300 per month, per unit. Franchisor reserves the right to name itself or an affiliate the approved supplier of these services and collect the Local Advertising Management Fee. The Local Advertising Management Fee will not increase by more than 15% each year.

13.2.2 Within thirty (30) business days of Franchisor's request, Franchisee shall provide a quarterly expenditure report accurately reflecting Franchisee's Local Advertising expenditures for the preceding quarterly period. The following costs and expenditures incurred by Franchisee shall ***not*** be included in Franchisee's expenditures on Local Advertising for purposes of this Section, unless approved in advance by Franchisor in writing: (i) incentive programs for employees or agents of Franchisee; (ii) research expenditures; (iv) salaries and expenses of any of Franchisee's personnel to attend advertising meetings, workshops or other marketing activities; (v) charitable, political or other contributions or donations.

13.2.3 In addition to the requirements of Section 13.2.1, Franchisee shall spend Nine Thousand ($9,000) to Fifteen Thousand ($15,000) dollars 90 days prior to the launch of your business or 90 days following the launch of your business, to promote the opening of the Franchised Business in addition to local ad spend after the launch of your business. You are also responsible for paying us a Marketing Development Fee of $5,000 to cover initial webpage development, localized SEO, customized graphics and design, custom ad development and copy. Franchisee shall conduct Franchisee's grand opening campaign in accordance with plans approved by Franchisor pursuant to Section 13 and as outlined in the Operations Manual. Franchisor reserves the right to collect some or all of Franchisee's grand opening funds and implement grand opening campaign activities on Franchisee's behalf.

13.3 Brand Development Fund.

13.3.1 Franchisor has established a national fund on behalf of the System for national advertising, marketing, and brand development (the "Brand Development Fund") on behalf of the System for national advertising and marketing. Franchisee is required to contribute two percent (2%) of weekly Gross Revenue per month, subject to increase in Franchisor's reasonable discretion not to exceed three percent (3%) of weekly Gross Revenue, to the Brand Development Fund ("Brand Development Fund Contribution"). Payments will be made in the same manner and time as the Royalty Fees.

13.3.2. Franchisor shall direct the Brand Fund and shall have sole discretion to approve or disapprove the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the

Brand Development Fund is intended to maximize general public recognition and acceptance of the Marks and enhance the collective success of all Franchised Businesses operating under the System.

13.3.3. Franchisor is not obligated to contribute to the Brand Development Fund on the same basis as Franchisee with respect to That 1 Painter outlets operated by Franchisor or Franchisor's affiliates.

13.3.4. Franchisor may use the Brand Development Fund to satisfy any and all costs of developing, preparing, producing, directing, administering, conducting, maintaining and disseminating advertising, marketing, promotional and public relations materials, programs, campaigns, sales and marketing seminars and training programs of every kind and nature, through media now existing or hereafter developed (including, without limitation, the cost of television, radio, magazine, social media, newspaper and electronic advertising campaigns; direct mail and outdoor billboard advertising; public relations activities; conducting marketing research, employing advertising agencies to assist therein; developing, enhancing and maintaining the Website; and personnel and other departmental costs for advertising that Franchisor internally administers or prepares).

13.3.5. The Brand Development Fund will be operated solely as a conduit for collecting and expending the advertising contributions for the System. The Brand Development Fund will not be used to defray any of Franchisor's general operating expenses, except for reasonable administrative costs and overhead that Franchisor may incur in activities related to the administration and direction of the Brand Development Fund and such costs and expenses pursuant Section 13.3.4. Franchisor further reserves the right to include "Franchises Available" or similar language and contact information in advertising produced with Brand Development Fund contributions. The Brand Development Fund and its earnings shall not otherwise inure to Franchisor's benefit except that any resulting technology and intellectual property shall be deemed the property of Franchisor.

13.3.6. Franchisor will prepare an unaudited annual statement of the Brand Development Fund's operations and will make it available to Franchisee upon request. In administering the Brand Development Fund, Franchisor undertakes no obligation to make expenditures for Franchisee that are equivalent or proportionate to Franchisee's contribution or to ensure that any particular franchisee benefits directly or pro rata from the production or placement of advertising.

13.3.7. Although the Brand Development Fund is intended to be of perpetual duration, Franchisor may terminate it at any time and for any reason or no reason. Franchisor will not terminate the Brand Development Fund, however, until all monies in the Brand Development Fund have been spent for advertising or promotional purposes or returned to contributors, without interest, on the basis of their respective contributions.

13.4 Regional Advertising. Franchisor reserves the right to establish, in Franchisor's sole discretion, a regional advertising cooperative. If a regional cooperative is established during the term of this Agreement, Franchisee agrees to sign all documents Franchisor requests to become a member of the cooperative according to the terms of the documents. If Franchisor establishes a regional cooperative, then, in addition to required Brand Development Fund Contributions, Franchisee agrees to contribute up to one percent (1%) of Gross Revenue per month or One Thousand Dollars ($1,000.00) per month, whichever is greater, to the cooperative; provided, however, if a vote of the cooperative members increases the required cooperative contribution, Franchisee shall contribute such increased amount. Franchisee's contributions to the cooperative shall be credited against Franchisee's required expenditures for local advertising.

13.5 Social Media Use. Franchisee may not maintain any business profile on Facebook, Instagram, Twitter, LinkedIn, YouTube or any other social media and/or networking site except in strict accordance with Franchisor's requirements, as follows:

13.5.1 Franchisee shall provide Franchisor with all passwords and administrative rights to any and all social media accounts for the Franchised Business, and Franchisee hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking whatever action as is necessary for the best interest of the System, if Franchisee fails to maintain such accounts in accordance with Franchisor's standards.

13.6 Approval of Advertising. All advertising and promotion by Franchisee, in any medium, shall be conducted in a professional manner and shall conform to the standards and requirements of Franchisor as set forth in the Manual or otherwise. Franchisee shall submit to Franchisor for its approval samples of all advertising, press releases, promotional plans and materials and public relations programs that Franchisee desires to use, including, without limitation, any materials in digital, electronic or computerized form, or in any form of media now or hereafter developed that have not been either provided or previously approved by Franchisor. Franchisor shall approve or disapprove such plans and materials within fifteen (15) business days of Franchisor's receipt thereof. If Franchisor fails to respond to Franchisee's submission within ten (10) business days, such plans and materials shall be deemed "disapproved". Franchisee shall not use such unapproved plans or materials until they have been approved by Franchisor in writing and shall promptly discontinue use of any advertising or promotional plans or materials, whether or not previously approved, upon notice from Franchisor. Any advertising, marketing or sales concepts, programs or materials proposed or developed by Franchisee for the That 1 Painter brand and approved by Franchisor may be used by other System franchisees without any compensation to Franchisee.

14. INTELLECTUAL PROPERTY

14.1 Ownership.

14.1.1. Franchisee expressly understands and acknowledges that That 1 Painter Holdings, LLC or its successor ("Licensor") is the record owner of the Marks. Franchisor holds the exclusive right to license the Marks to franchisees of the System for use pursuant to the System. Franchisee further expressly understands and acknowledges that Franchisor and/or Licensor claims copyrights on certain material used in the System, including but not limited to its website, documents, advertisements, promotional materials and the Manual, whether or not Franchisor has filed for copyrights thereto with the U.S. Copyright Office. The Marks and copyrights, along with Franchisor's trade secrets, service marks, trade dress and proprietary systems are hereafter collectively referred to as the "Intellectual Property".

14.1.2. As between Franchisor and Franchisee, Licensor and Franchisor are the owner of all right, title and interest in and to the Intellectual Property and the goodwill associated with and symbolized by them.

14.2 No Interference. Neither Franchisee nor any Principal shall take any action that would prejudice or interfere with the validity of Franchisor's or Licensor's rights with respect to the Intellectual Property. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Intellectual Property or any of Franchisor's or Licensor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Intellectual Property and the System in accordance with the terms and conditions of this Agreement for the operation of a Franchised Business and only at or from the Franchised Business office location or in approved advertising related to the Franchised Business.

14.3 Goodwill. Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Intellectual Property and the System shall inure solely and exclusively to the benefit of Franchisor and Licensor, and upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Intellectual Property.

14.4 Validity. Franchisee shall not contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property or assist others to contest the validity of, or Franchisor's or Licensor's interest in, the Intellectual Property.

14.5 Infringement. Franchisee acknowledges that any unauthorized use of the Intellectual Property shall constitute an infringement of Franchisor's or Licensor's rights in the Intellectual Property and a material event of default hereunder. Franchisee shall provide Franchisor or Licensor with all assignments, affidavits, documents, information and assistance Franchisor or Licensor reasonably requests to fully vest in Franchisor or Licensor all such rights, title and interest in and to the Intellectual Property, including all such items as are reasonably requested by Franchisor or Licensor to register, maintain and enforce such rights in the Intellectual Property.

14.6 Substitution. Franchisor reserves the right to substitute different Marks for use in identifying the System and the Franchised Business, if it in its sole discretion, determines that substitution of different Marks will be beneficial to the System. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any additions, modifications, substitutions or discontinuation of the Marks. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

14.7 Franchisee's Use of the Intellectual Property. With respect to Franchisee's use of the Intellectual Property pursuant to this Agreement, Franchisee further agrees that:

14.7.1 Unless otherwise authorized or required by Franchisor, Franchisee shall advertise the Franchised Business only under the Marks "That 1 Painter" and design. Franchisee shall not use the Marks, or any portions, variations, or derivatives thereof, as part of its corporate or other legal name. All fictitious names used by Franchisee shall bear the designation "a franchisee of That 1 Painter Franchising, LLC".

14.7.2. Franchisee shall identify itself as the owner of the Franchised Business and as an independent That 1 Painter franchisee in conjunction with any use of the Intellectual Property, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous location upon the office and vehicle(s), as directed by Franchisor, used in the Franchised Business, as Franchisor may designate in writing.

14.7.3. Franchisee shall not use the Intellectual Property to incur any obligation or indebtedness on behalf of Franchisor.

14.7.4. Any item offered by Franchisee that contains the Marks, must be approved by Franchisor in writing prior to being distributed or sold by Franchisee and such approval may be granted or denied in Franchisor's sole and absolute discretion.

14.8 Claims. Franchisee shall notify Franchisor immediately via both email and telephone, of any apparent infringement of or challenge to Franchisee's use of any Intellectual Property and of any claim by any person of any rights in any Intellectual Property. Franchisee shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Intellectual Property. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any other person or entity in any litigation or other proceeding or to

otherwise protect and maintain the interests of Franchisor or any other interested party in the Intellectual Property. Franchisor will indemnify and defend Franchisee against and reimburse Franchisee for actual damages (including settlement amounts) for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Intellectual Property that infringes on the rights of any other party, provided that the conduct of Franchisee with respect to such proceeding and use of the Intellectual Property is in full compliance with the terms of this Agreement.

14.9 Franchisor may use and grant franchises and licenses to others to use the Intellectual Property and the System and to establish, develop and franchise other systems, different from the System licensed to Franchisee herein, without offering or providing Franchisee any rights in, to or under such other systems and Franchisor may modify or change, in whole or in part, any aspect of the Intellectual Property or the System, so long as Franchisee's rights thereto are in no way materially harmed thereby.

14.10 Franchisee shall not register or attempt to register the Intellectual Property in Franchisee's name or that of any other person, firm, entity or corporation.

15. INSURANCE AND INDEMNIFICATION

15.1 Procurement. Franchisee shall procure, prior to the commencement of any operations under this Agreement, and thereafter maintain in full force and effect during the term of this Agreement at Franchisee's sole cost and expense and to Franchisor's sole satisfaction, insurance policies protecting Franchisee and Franchisor, and naming Franchisor, its officers, directors, partners, owners, employees and affiliates as additional insureds as their interests may appear, in the following minimum limits (except as additional coverage and higher policy limits may reasonably be specified from time to time in the Manual or otherwise in writing):

15.1.1. Liability. Comprehensive general liability insurance, including errors and omissions coverage, personal and advertising injury coverage, and in the form of a general liability rider or as a separate policy, in the amount of at least One-Million Dollars ($1,000,000) per occurrence and Two-Million Dollars ($2,000,000) in the aggregate;

15.1.2. Employment. Worker's compensation coverage in the limits required by state law, employment practices/abuse, and employee dishonesty insurance with third-party coverage in the amount of at least One-Thousand-Four Hundred Dollars ($1,400), shall be carried on all of Franchisee's employees, as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated;

15.1.3 Automobile. Commercial automobile insurance in the amount of at least a combined single limit for bodily and property damage of at least a One-million dollars ($1,000,000), or greater if required by state law;

15.2 Evidence of Insurance. Franchisee shall deliver to, and maintain at all times with Franchisor, current Certificates of Insurance evidencing the existence and continuation

of the required coverages. In addition, if requested by Franchisor, Franchisee shall deliver to Franchisor a copy of the insurance policy or policies required hereunder.

15.3 Failure to Procure. If, for any reason, Franchisee should fail to procure or maintain the insurance required by this Agreement as revised from time to time for all franchisees by the Manual or otherwise in writing, Franchisor shall have the right and authority (without, however, any obligation) to immediately procure such insurance and to charge Franchisee for the cost thereof together with an administrative fee of five percent (5%) for Franchisor's expenses in so acting, including all attorneys' fees. Franchisee shall pay Franchisor immediately upon notice by Franchisor to Franchisee that Franchisor has undertaken such action and the cost thereof.

15.4 Increase in Coverage. The levels and types of insurance stated herein are minimum requirements. Franchisor reserves the right to raise the required minimum requirements for any type of insurance or add additional types of insurance requirements as Franchisor deems reasonably prudent to require. Within thirty (30) days of any such required new limits or types of coverage, Franchisee must submit proof to Franchisor of Franchisee's coverage pursuant to Franchisor's requirements.

15.5 Additional Insured. All required insurance policies shall name Franchisor, Licensor and their affiliates and their members, officers, agents and employees as additional insureds as their interests may appear. All public liability policies shall contain a provision that the additional insureds, although named as insureds, shall nevertheless be entitled to recover under such policies on any loss caused by Franchisee or Franchisee's servants, agents or employees.

15.6 Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, FRANCHISEE AGREES TO EXONERATE AND INDEMNIFY AND HOLD HARMLESS THAT 1 PAINTER FRANCHISING, LLC, THAT 1 PAINTER HOLDINGS, LLC, AND ANY OF THESE COMPANIES' PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES AS WELL AS THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES (COLLECTIVELY REFERRED TO AS THE " THAT 1 PAINTER INDEMNITEES"), FROM ALL CLAIMS BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE OPERATION, CONDITION, OR ANY PART OF FRANCHISEE'S THAT 1 PAINTER FRANCHISE, THE FRANCHISED BUSINESS, THE PRODUCTS, THE PREMISES, OR ANY ASPECT OF THE REAL ESTATE CONNECTED TO FRANCHISEE'S FRANCHISED BUSINESS, WHETHER CAUSED BY FRANCHISEE, FRANCHISEE'S AGENTS OR EMPLOYEES, OR ARISING FROM FRANCHISEE'S ADVERTISING OR BUSINESS PRACTICES. FRANCHISEE AGREES TO PAY FOR ALL THE THAT 1 PAINTER INDEMNITEES' LOSSES, EXPENSES (INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES) OR CONCURRENT OR CONTRIBUTING LIABILITY INCURRED IN CONNECTION WITH ANY ACTION, SUIT, PROCEEDING, INQUIRY (REGARDLESS OF WHETHER THE SAME IS REDUCED TO JUDGMENT OR DETERMINATION), OR ANY SETTLEMENT

THEREOF FOR THE INDEMNIFICATION GRANTED BY FRANCHISEE HEREUNDER. THE THAT 1 PAINTER INDEMNITEES SHALL HAVE THE RIGHT TO SELECT AND APPOINT INDEPENDENT COUNSEL TO REPRESENT ANY OF THE THAT 1 PAINTER INDEMNITEES IN ANY ACTION OR PROCEEDING COVERED BY THIS INDEMNITY. FRANCHISEE AGREES THAT TO HOLD THE THAT 1 PAINTER INDEMNITEES HARMLESS, FRANCHISEE WILL REIMBURSE THE THAT 1 PAINTER INDEMNITEES AS THE COSTS AND EXPENSES ARE INCURRED BY THE THAT 1 PAINTER INDEMNITEES.".

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Initial

16. TRANSFERS

16.1 Transfers by Franchisor.

16.1.1 Franchisor shall have the right to assign this Agreement, and all of Franchisor's rights and privileges hereunder, to any person, firm, corporation or other entity, without Franchisee's permission or prior knowledge, provided that, with respect to any assignment resulting in the subsequent performance by the assignee of Franchisor's obligations, the assignee shall expressly assume and agree to perform Franchisor's obligations hereunder. Specifically, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Franchisor may: (i) sell Franchisor's assets and Franchisor's rights to the Marks and the System outright to a third party; (ii) engage in a public or private placement of some or all of Franchisor's securities; (iii) merge, acquire other corporations, or be acquired by another corporation, including competitors; (iv) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring; and (v) with regard to any or all of the above sales, assignments and dispositions, Franchisee expressly and specifically waives any claims, demands or damages arising from or relating to the loss of association with or identification of Franchisor. Nothing contained in this Agreement shall require Franchisor to remain in the business franchised herein or to offer the same products and services, whether or not bearing the Marks, in the event that Franchisor exercises its prerogative hereunder to assign Franchisor's rights in this Agreement.

16.1.2 Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities operating under the Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of the facilities (which Franchisee acknowledges may be within the Territory, proximate thereto, or proximate to any of Franchisee's locations).

16.1.3 If Franchisor assigns its rights in this Agreement, nothing herein shall be deemed to require Franchisor to remain in the residential or commercial painting business or to offer or sell any products or services to Franchisee.

16.2 Restrictions on Transfers by Franchisee. Franchisee's rights and duties under this Agreement are personal to Franchisee as it is organized and with the Principal(s) of the business as they exist on the date of execution of this Agreement, and Franchisor has made this Agreement with Franchisee in reliance on Franchisor's perceptions of the individual and collective character, skill, aptitude, attitude, business ability, and financial capacity of Franchisee. Thus, no transfer, as hereafter defined, may be made without Franchisor's prior written approval. Franchisor may void any transfer made without such approval.

16.3 Transfers by Franchisee. Franchisee shall not directly or indirectly sell, assign, transfer, give, devise, convey or encumber this Agreement or any right or interest herein or hereunder (a "Transfer"), the Franchise, the Franchised Business or any assets thereof (except in the ordinary course of business) or suffer or permit any such assignment, transfer, or encumbrance to occur by operation of law unless it first obtains the written consent of Franchisor. A transfer of any stock in the Franchisee if it is a corporation or a transfer of any ownership rights in Franchisee if it is a partnership, a limited liability company or limited partnership shall be considered a Transfer restricted hereunder. If Franchisee has complied fully with this Agreement and subject to Franchisor's Right of First Refusal set forth in Section 16.6, Franchisor will not unreasonably withhold its consent of a Transfer that meets the following requirements:

16.3.1 The proposed transferee and all its principals must have the demeanor and be individuals of good character and otherwise meet Franchisor's then-applicable standards for franchisees.

16.3.2 The transferee must have sufficient business experience, aptitude and financial resources to operate the Franchised Business and to comply with this Agreement;

16.3.3 The transferee has agreed to complete Franchisor's Initial Management Training Program to Franchisor's satisfaction;

16.3.4 Franchisee has paid all amounts owed to Franchisor and third-party creditors;

16.3.5 The transferee has executed Franchisor's then-standard form of Franchise Agreement, which may have terms and conditions different from this Agreement, except that the transferee shall not be required to pay the Initial Franchise Fee;

16.3.6 Franchisee and the transferee and each of Franchisee's and the transferee's Principals shall have executed a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and Franchisor's officers, directors, shareholders, members and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state, and local laws, rules and ordinances. Franchisee will agree to subordinate any claims

Franchisee may have against the transferee to Franchisor, and indemnify Franchisor against any claims by the transferee relating to misrepresentations in the transfer process, specifically excluding those representations made by Franchisor in the Franchise Disclosure Document given to the transferee;

16.3.7 Franchisor has granted written approval of the material terms and conditions of the Transfer, including, without limitation, that the price and terms of payment will not adversely affect the Franchised Business's operation. However, Franchisor's approval of a Transfer is not in any way a representation or warranty of the transferee's success or the soundness of transferee's decision to purchase the Franchise on such terms and conditions. Franchisee shall provide Franchisor all proposed transfer documents for Franchisor's review at least thirty (30) days prior to a closing of the proposed Transfer; and

16.3.8 If Franchisee or any Principal finances any part of the sale price of the Transfer, Franchisee or its Principal have agreed that all obligations of the transferee under any notes, agreements or security interests to Franchisee or its Principal will be subordinate to the transferee's obligations to Franchisor.

16.4 Transfer Fee. As a condition to any Transfer, Franchisee shall pay Franchisor a transfer fee equal to twenty percent (20%) of the then-current initial franchise fee, plus any third-party broker costs or referral fees. If Franchisee engages Franchisor or its affiliate to assist in the sale of the Franchised Business, then Franchisee must pay the applicable transfer fee set forth herein, plus an additional ten percent (10%) of the then-current initial franchise fee.

16.5 Entity Formation Documents. The By-Laws of a corporation or Operating Agreement of a limited liability company of a Franchisee that is an entity must state that (i) the issuance and assignment of any interest in Franchisee are restricted by this Article 16; (ii) Franchisee may conduct no business except the operation of a Franchised Business pursuant to the terms of this Agreement; (iii) transfers of interests in Franchisee are subject to the terms of this Agreement governing transfers; and (iv) stock or member certificates will contain a legend so indicating.

16.6 Franchisor 's Right of First Refusal.

16.6.1 If Franchisee wishes to transfer all or part of its interest in the Franchised Business or this Agreement or if a Principal wishes to transfer any ownership interest in Franchisee, pursuant to any bona fide offer to purchase such interest, then Franchisee or such Principal shall promptly notify Franchisor in writing of each such offer, and shall provide such information and documentation relating to the offer as Franchisor may require.

16.6.2 Franchisor has the right, exercisable by written notice to Franchisee within ten (10) days after receipt of written notification and copies of all documentation required by Franchisor describing such offer, to buy the interest in this Agreement and the

Franchised Business or the Principal's interest in Franchisee for the price and on the terms and conditions contained in the offer, subject to Section 16.6.3.

16.6.3 Franchisee further agrees, in the event Franchisor exercises its right of first refusal, notwithstanding anything to the contrary contained in the offer, that (i) Franchisor may substitute cash for any other form of consideration contained in the offer; (ii) at Franchisor 's option, Franchisor may pay the entire purchase price at closing; (iii) Franchisor 's credit will be deemed equal to the credit of any proposed transferee; (iv) Franchisor will have at least thirty (30) days to close the purchase; and (v) Franchisor will be entitled to receive from the Franchisee all customary representations and warranties given by a seller of the assets of a business or equity interest in an entity, as applicable.

16.6.4 If Franchisor does not exercise its right to buy within fifteen (15) days, Franchisee may thereafter transfer the interest to the transferee on terms no more favorable than those disclosed to Franchisor, provided that such transfer is subject to Franchisor's prior written approval pursuant to Section 16.3 hereof. However, if (i) the sale to the transferee is not completed within forty-five (45) days after the offer is given to Franchisor or (ii) there is any material change in the terms of the offer, the offer will again be subject to Franchisor's right of first refusal.

16.7 Death or Permanent Disability. The grant of rights under this Agreement is personal to Franchisee, and on the death or permanent disability of Franchisee or any of Franchisee's Principals, the executor, administrator, conservator or other personal representative of Franchisee or Principal, as the case may be, shall be required to transfer Franchisee's or Principal's interest in this Agreement within six (6) months from the date of death or permanent disability to a third party approved by Franchisor. Failure to transfer in accordance with the forgoing will constitute a material default and the Franchise granted by this Agreement will terminate. A transfer under this Section 16.7, including without limitation, transfer by devise or inheritance, is subject to the conditions for Transfers in this Article 16 and unless transferred by gift, devise or inheritance, subject to the terms of Section 16.6 above. For purposes of this Agreement, the term "permanent disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent such person from providing continuous and material supervision of the operation of Franchisee's Franchised Business during the six (6)-month period from its onset.

Immediately after the death or permanent disability of such person, or while the Franchise is owned by an executor, administrator, guardian, personal representative or trustee of that person, the Franchised Business shall be supervised by an interim successor manager satisfactory to Franchisor, or Franchisor, in its sole discretion, may provide interim management for a fee equal to the then-current interim management support fee, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, pending transfer of the Franchise to the deceased or disabled individual's lawful heirs or successors.

16.8 Effect of Consent to Transfer. Franchisor's consent to a Transfer will not waive any claims Franchisor may have against the Franchisee or any Franchisee's Principals nor waive its right to demand that the transferee comply strictly with this Agreement.

16.9 Security Interests to Lender. If Franchisee is in full compliance with this Agreement, Franchisee may pledge or give a security interest in Franchisee's interest in the Assets and the Franchised Business to a lender of the funds needed by Franchisee for Franchisee's initial investment, provided that the security interest is subordinate to Franchisee's obligations to Franchisor, that a foreclosure on such a pledge or security interest and/or any Transfer resulting from such a foreclosure shall be subject to all provisions of this Agreement, and that Franchisee obtains from the lender a written acknowledgement to Franchisor of these restrictions. Notwithstanding the foregoing, in the event Franchisee obtains a loan (an "SBA Loan") from a lender (the "Lender") in which funding is provided with the assistance of the United States Small Business Administration ("SBA"), Franchisee shall be permitted to grant Lender and/or SBA a senior lien on any Uniform Commercial Code collateral Franchisee uses to secure the SBA Loan, and Franchisor agrees to subordinate its interest in any lien on Franchisee's Uniform Commercial Code collateral to that of the Lender and/or SBA as the case may be.

17. DEFAULTS

17.1 Default and Automatic Termination. Franchisee shall be deemed to be in material default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee or Principal shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee or Principal files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing an inability to pay debts when due; or if Franchisee or Principal is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee or Principal under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or Principal or other custodian for Franchisee's business or assets is filed and consented to by Franchisee or Principal; or if a receiver or other custodian (permanent or temporary) of Franchisee's or Principal's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee or Principal; or if a final judgment remains unsatisfied for of record for fifteen (15) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's or Principal's business or property; or if suit to foreclose any lien or mortgage against the Franchised Business premises or equipment is instituted against Franchisee and not dismissed within fifteen (15) days.

17.2 Defaults with No Opportunity to Cure. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.2.1 fails to obtain all required licenses and permits before opening or to open the Franchised Business within the time and in the manner specified in Article 8.

17.2.2 falsifies any report required to be furnished Franchisor hereunder;

17.2.3 ceases to operate the Franchised Business for a period of fifteen (15) days or more;

17.2.4 fails to comply with any federal, state or local law, rule or regulation, applicable to the operation of the Franchised Business, including, but not limited to, the failure to pay taxes;

17.2.5 understates Gross Revenue by 2% or more on two (2) occasions or more, whether or not cured on any or all of those occasions;

17.2.6 fails to comply with the covenants in Article 15;

17.2.7 permits a Transfer in violation of the provisions of Article 16 of this Agreement;

17.2.8 fails, or Franchisee's legal representative fails, to transfer the interests in this Franchise Agreement and the Franchised Business upon death or permanent disability of Franchisee or any Principal of Franchisee as required by Section 16.7.

17.2.9 has misrepresented or omitted material facts in applying for the Franchise;

17.2.10 is convicted of, or pleads no contest to, a felony or to a crime that could damage the goodwill associated with the Marks or does anything to harm the reputation of the System or the goodwill associated with the Marks;

17.2.11 receives an adverse judgment or a consent decree in any case or proceeding involving allegations of fraud, racketeering, unfair or improper trade practices or similar claim which is likely to have an adverse effect on the System, or the Marks, the goodwill associated therewith or Franchisor's interest therein, in Franchisor's sole opinion;

17.2.12 conceals revenues, knowingly maintains false books or records, or knowingly submits any false reports;

17.2.13 creates a threat or danger to public health or safety from operation of the Franchised Business;

17.2.14 refuses to permit Franchisor to inspect or audit Franchisee's books or records;

17.2.15 makes any unauthorized use of the Marks or copyrighted material or any unauthorized use or disclosure of Confidential Information (as defined in Section 19.2);

17.2.16 fails to comply with the non-competition covenants in Section 19.5;

17.2.17 defaults in the performance of Franchisee's obligations under this Agreement five (5) or more times during the term of this Agreement or has been given at least two (2) notices of default in any consecutive twelve (12)–month period, whether or not the defaults have been corrected;

17.2.18 has insufficient funds to honor a check or electronic funds transfer two (2) or more times within any consecutive twelve (12)-month period;

17.2.19 defaults, or an affiliate of Franchisee defaults, under any other agreement, including any other franchise agreement, with Franchisor or any of its affiliates, or suppliers and does not cure such default within the time period provided in such other agreement;

17.2.20 fails to meet Minimum Performance Standards; or

17.2.21 terminates this Agreement without cause.

17.3 Curable Defaults. Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, if Franchisee fails to cure the default within the time period set forth in this Section 17.3, effective immediately upon notice to Franchisee, if Franchisee, or any Principal, as the case may be:

17.3.1 fails to pay when due any amounts due to Franchisor under this Agreement or any related agreement and does not correct the failure within ten (10) days after written notice; provided, however, Franchisor has no obligation to give written notice of a late payment more than two (2) times in any twelve (12)–month period, and the 2 such late payment in any twelve (12)–month period shall be a non-curable default under Sections 17.2.17 and/or 17.2.18;

17.3.2 fails to perform any non-monetary obligation imposed by this Agreement (excepting those defaults of obligations set forth in Sections 17.1 and 17.2 for which there is no opportunity to cure) and such default shall continue for thirty (30) days after Franchisor has given written notice of such default, or if the default cannot be reasonably corrected within said thirty (30)-day period, then if it is not corrected within such additional time as may be reasonably required assuming Franchisee proceeds diligently to cure; provided, however, Franchisor has no obligation to give written notice of a non-monetary default more than two (2) times in any twelve (12)–month period, and the third such default, whether monetary or non-monetary,

in any twelve (12) – month period shall be a non-curable default under Section 17.2.17.

17.4 Franchisor's Cure of Franchisee's Defaults. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor may, but has no obligation to:

17.4.1 effect a cure on Franchisee's behalf and at Franchisee's expense, and Franchisee shall immediately pay Franchisor the costs incurred by Franchisor upon demand; or

17.4.2 exercise complete authority with respect to the operation of the Franchise Business until such time as Franchisor determines that the default of Franchisee has been cured and that Franchisee is complying with the requirements of this Agreement. Franchisee specifically agrees that a designated representative of Franchisor may take over, control and operate the Franchised Business. In addition to all other fees payable under this Agreement, Franchisee shall pay Franchisor ten percent (10%) of Gross Revenue earned during the term of interim management, plus any and all costs of travel, lodging, meals and other expenses reasonably incurred by Franchisor, until the default has been cured and Franchisee is complying with the terms of this Agreement.

17.5 Notice to Suppliers. In the event of a default by Franchisee, in addition to Franchisor's right to terminate the Franchise Agreement, and not in lieu thereof, Franchisor reserves the right with three (3) days' prior written notice to Franchisee, to direct suppliers to stop furnishing any and all products and services, including, but not limited to products and services sold under Franchisor's discounted pricing schedules, until such time as Franchisee's default is cured. In no event shall Franchisee have recourse against Franchisor for loss of revenue, customer goodwill, profits or other business arising from Franchisor's actions and the actions of suppliers.

17.6 Reimbursement of Costs. Franchisee shall reimburse Franchisor all costs and expenses, including but not limited to attorneys' fees, incurred by Franchisor as a result of Franchisee's default, including costs in connection with collection of any amounts owed to Franchisor and/or enforcement of Franchisor's rights under this Agreement.

18. POST-TERMINATION

18.1 Franchisee's Obligations. Upon termination or expiration of this Agreement, all rights and licenses granted hereunder to Franchisee shall immediately terminate and Franchisee and each Principal shall:

18.1.1 immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly identify himself, herself or itself as a current That 1 Painter owner, franchisee or licensee;

18.1.2 immediately and permanently cease to use the Marks, any imitation of any Mark, Franchisor's copyrighted material or other intellectual property, confidential or

proprietary material or indicia of the Franchised Business, or use any trade name, trade or service mark or other commercial symbol that suggests a current or past association with Franchisor, Licensor, or the System. In particular, Franchisee shall cease to use, without limitation, all signs, billboards, advertising materials, displays, stationery, forms and any other articles, which display the Marks;

18.1.3 take such action as may be necessary to cancel any assumed name or equivalent registration that contains the Mark or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence of compliance with this obligation, which is satisfactory to Franchisor, within ten (10) days after termination or expiration of this Agreement;

18.1.4 promptly pay all sums owing to Franchisor and its affiliates. Such sums shall include all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default by Franchisee. The payment obligation herein shall give rise to and remain, until paid in full, a lien in favor of Franchisor against any and all of the personal property, furnishings, equipment, fixtures, and inventory or other business assets owned by Franchisee at the time of default;

18.1.5 pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and, subsequent to the termination or expiration of this Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement that survive its termination;

18.1.6 immediately deliver at Franchisee's sole cost and expense, to Franchisor the Manual and all records, files, instructions, correspondence, invoices, agreements, all confidential, proprietary and copyrighted material and all other materials related to operation of the Franchised Business, including but not limited to customer lists and records, (all of which are acknowledged to be Franchisor's property), delete all electronic copies and retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents that Franchisee reasonably needs for compliance with any provision of law; and

18.1.7 comply with the non-disclosure and non-competition covenants contained in Article 19.

18.1.8 in the event this Agreement is terminated due to Franchisee's default, pay Franchisor a lump sum payment (as liquidated damages and not as a penalty) in an amount equal to: (a) the average weekly Royalty Fee and Brand Fund Contribution payable by Franchisee over the twelve (12) month period immediately prior to the date of termination (or such shorter time period if the Franchised Business has been open less than twelve (12) months); (b) multiplied by the lesser of (i) thirty-six (36) months or (ii) the number of months then remaining in the then-current term of this Agreement. Franchisee acknowledges that a precise calculation of the full extent of the damages Franchisor will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light thereof. The liquidated damages payable by

Franchisee pursuant to this Section 18.1.8 shall be in addition to all other amounts payable under this Agreement and shall not affect Franchisor's right to obtain appropriate injunctive relief and remedies pursuant to any other provision of this Agreement.

18.2. Right to Purchase.

18.2.1 Franchisor shall have the option, to be exercised within ten (10) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of the equipment (including any computer systems and vehicles), signs, fixtures, advertising materials, supplies, and inventory of Franchisee related to the operation of the Franchised Business, at Franchisee's cost or fair market value, whichever is less. Franchisor shall purchase Franchisee's assets free and clear of any liens, charges, encumbrances or security interests and Franchisor shall assume no liabilities whatsoever, unless otherwise agreed to in writing by the parties. If the parties cannot agree on the fair market value within ten (10) days of Franchisor's exercise of its option, fair market value shall be determined by two (2) appraisers, with each party selecting one (1) appraiser, and the average of their determinations shall be binding. In the event of such appraisal, each party shall bear its own legal and other costs and shall split the appraisal fees equally. If Franchisor elects to exercise its option to purchase herein provided, it shall have the right to set off (i) all fees for any such independent appraiser due from Franchisee, (ii) all amounts due from Franchisee to Franchisor or any of its affiliates and (iii) any costs incurred in connection with any escrow arrangement (including reasonable legal fees), against any payment therefor and shall pay the remaining amount in cash. Closing of the purchase shall take place no later than thirty (30) days after determination of the fair market value.

18.2.2 With respect to the option described in Section 18.2.1, Franchisee shall deliver to Franchisor in a form satisfactory to Franchisor, such warranties, releases of lien, bills of sale, assignments and such other documents and instruments that Franchisor deems necessary in order to perfect Franchisor's title and possession in and to the assets being purchased or assigned and to meet the requirements of all tax and government authorities. If, at the time of closing, Franchisee has not obtained all of these certificates and other documents, Franchisor may, in its sole discretion, place the purchase price in escrow pending issuance of any required certificates or documents.

18.2.3 Franchisor shall be entitled to assign any and all of its option in Section 18.2.1 to any other party, without the consent of Franchisee.

18.3 Assignment of Communications. Franchisee, at the option of Franchisor, shall assign to Franchisor all rights to the telephone numbers of the Franchised Business and any related public directory listing or other business listings and execute all forms and documents required by Franchisor and any telephone company at any time, to transfer such service and numbers to Franchisor. Further, Franchisee shall assign to Franchisor any and all social media and internet listings, domain names, internet advertising, websites, listings with search engines, electronic mail addresses or any other similar listing or usage related

to the Franchised Business. Notwithstanding any forms and documents that may have been executed by Franchisee under Section 11.7, Franchisee shall provide Franchisor with all passwords and administrative rights, and hereby appoints Franchisor its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as is necessary to complete such assignment. This power of attorney shall survive the expiration or termination of this Agreement. Franchisee shall thereafter use different telephone numbers, electronic mail addresses, social media accounts or other listings or usages at or in connection with any subsequent business conducted by Franchisee.

18.4 Survival. The rights and obligations of the parties contained in this Article 18 shall survive the expiration or sooner termination of this Agreement.

19. NON-DISCLOSURE AND NON-COMPETITION COVENANTS

19.1 Operations Manual.

19.1.1 Franchisor has provided to Franchisee, on loan, a current copy of the Manual. The Manual may be in hard copy or made available to Franchisee in digital, electronic or computerized form or in some other form now existing or hereafter developed that would allow Franchisee to view the contents thereof. If the Manual (or any changes thereto) are provided in a form other than physical copy, Franchisee shall pay any and all costs to retrieve, review, use or access the Manual. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall operate all aspects of the Franchised Business in accordance with the Manual, as they may from time to time be modified by Franchisor, other written directives that Franchisor may issue to Franchisee from time to time, whether or not such directives are included in the Manual, and any other manual and materials created or approved for use in the operation of the Franchised Business.

19.1.2 Franchisee and all Principals shall at all times treat the Manual, written directives, and other materials and any other confidential communications or materials, and the information contained therein, as confidential and shall maintain such information as trade secret and confidential in accordance with this Article and this Agreement. Franchisee and Franchisee's Principal(s) shall not divulge and make such materials available to anyone other than those of Franchisee's employees who require the information contained therein to operate the Franchised Business. Franchisee shall, prior to disclosure, fully train and inform its employees on all the restrictions, terms and conditions under which it is permitted to use Franchisor's intellectual, proprietary and confidential information; and shall ensure its employees' compliance with such restrictions, terms and conditions. Franchisee, Franchisee's Principal(s), and any person working with Franchisee shall agree not, at any time to use, copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent.

19.1.3 The Manual, written directives, and other materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor. Franchisee shall maintain the Manual and all Franchisor's confidential and proprietary materials at all times in a safe and secure location, shall take all reasonable measures to prevent unauthorized access thereto, whether any attempted unauthorized access takes the form of physical access or access via computer or telecommunications networks or otherwise, and shall report the theft or loss of the Manual, or any portion thereof, immediately to Franchisor. At a minimum, Franchisee shall, in the case of computer and telecommunications networks, use the latest available firewall, encryption and similar technology to prevent unauthorized access. Franchisee shall delete all electronic copies, and return and cease using any physical copy of the Manual and other confidential and proprietary materials to Franchisor immediately upon request or upon transfer, termination or expiration of this Agreement.

19.1.4 Franchisor may from time to time revise the contents of the Manual and other materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or changed policy, standard or directive. In the event of any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Franchisor shall control.

19.1.5 If Franchisee loses, misplaces or otherwise requests a physical copy of the Manual, Franchisor, in its discretion, may provide such physical copy and Franchisee shall pay Franchisor the then-current replacement fee.

19.2 Confidential Information. Franchisee along with its Principal(s) acknowledge and accept that during the term of this Agreement, Franchisee and any Principal will have access to Franchisor's trade secrets, including, but not limited to, methods, processes, **customer lists, vendor partnerships and/or relationships, sales and technical information, costs, pricing, software tools and applications, website and/or email design,** products, services, equipment, technologies and procedures relating to the operation of the Franchised Business; the Manual; methods of advertising and promotion; instructional materials; any other information which Franchisor may or may not specifically designate as "confidential" or "proprietary"; and the components of the System, whether or not such information is protected or protectable by patent, copyright, trade secret or other proprietary rights (collectively referred to herein as the "Confidential Information"). Neither Franchisee nor any Principal shall, during the term of this Agreement and thereafter, communicate or divulge to, or use for the benefit of, any other person or entity, and, following the expiration or termination of this Agreement, shall not use for their own benefit, any Confidential Information that may be communicated to Franchisee or any Principal or of which Franchisee or any Principal may be apprised in connection with the operation of the Franchised Business under the terms of this Agreement. Franchisee and any Principal shall not divulge and make any Confidential Information available to anyone other than those of Franchisee's employees who require the Confidential Information to operate the Franchised Business and who have themselves entered into confidentiality and non-compete agreements containing the same provisions as contained

in this Agreement, in accordance with Section 19.10 hereof. Franchisee and any Principal shall not at any time copy, duplicate, record or otherwise reproduce any Confidential Information, in whole or in part, or otherwise make the same available to any person other than those authorized above, without Franchisor's prior written consent. The covenant in this Section 19.2 shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon Franchisee and each Principal.

19.3 Protection of Information. Franchisee shall take all steps necessary, at Franchisee's own expense, to protect the Confidential Information and shall immediately notify Franchisor if Franchisee finds that any Confidential Information has been divulged in violation of this Agreement.

19.4 New Concepts. If Franchisee or any Principal develops any new concept, process, product, service, or improvement in the operation or promotion of the Franchised Business ("Improvements"), Franchisee is required to promptly notify Franchisor and provide Franchisor with all related information, processes, products or other improvements, and sign any and all forms, documents and/or papers necessary for Franchisor to obtain full proprietary rights to such Improvements, without compensation and without any claim of ownership or proprietary rights to such Improvements. Franchisee and any Principal acknowledge that any such Improvements will become the property of Franchisor, and Franchisor may use or disclose such information to other franchisees as it determines to be appropriate.

19.5 Noncompetition Covenants. Franchisee and each Principal specifically acknowledge that, pursuant to this Agreement, Franchisee and each Principal will receive valuable training, trade secrets and Confidential Information of the System that are beyond the present knowledge, training and experience of Franchisee, each Principal and Franchisee's employees. Franchisee and each Principal acknowledge that such specialized training, trade secrets and Confidential Information provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business, and that gaining access to such specialized training, trade secrets and Confidential Information is, therefore, a primary reason why Franchisee and each Principal are entering into this Agreement. In consideration for such specialized training, trade secrets, Confidential Information and rights, Franchisee and each Principal covenant that, except as otherwise approved in writing by Franchisor:

19.5.1 During the term of this Agreement, Franchisee and each Principal shall not, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with, any person or entity (i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any residential or commercial painting, and residential or commercial cosmetic rehabilitation business similar to the System; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with

the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any That 1 Painter franchisees or Franchisor-affiliated outlets.

19.5.2 Upon the expiration or earlier termination of this Agreement or upon a Transfer and continuing for twenty-four (24) months thereafter, Franchisee and Principals shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person or entity (i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business, Franchisor or of other franchisees in the System to any competitor, by direct or indirect inducement or otherwise; or (ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any residential or commercial painting, and residential or commercial cosmetic rehabilitation business within twenty-five (25) miles of your former That 1 Painter Territory or any other That 1 Painter office location; or (iii) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System or (iv) in any manner interfere with, disturb, disrupt, decrease or otherwise jeopardize the business of the Franchisor or any That 1 Painter franchisees.

19.6 Reasonableness of Restrictions. Franchisee and each Principal acknowledges and agrees that the covenants not to compete set forth in this Agreement are fair and reasonable and will not impose any undue hardship on Franchisee or Principal(s), since Franchisee or Principal(s), as the case may be, have other considerable skills, experience and education which afford Franchisee or Principal(s), as the case may be, the opportunity to derive income from other endeavors.

19.7 Reduction of Time or Scope. If the period of time or the geographic scope specified above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Paragraph 19 or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees to forthwith comply with any covenant as so modified.

19.8 Injunction. Franchisee and each Principal acknowledges that a violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Accordingly, Franchisee and each Principal hereby consents to the entry of an injunction prohibiting any conduct by Franchisee or any Principal in violation of the terms of the covenants not to compete set forth in this Agreement.

19.9 No Defense. Franchisee and each Principal expressly agree that the existence of any claims they may have against Franchisor, whether or not arising from this Agreement,

shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section.

19.10 Covenants of Employees, Agents and Third Persons. Franchisee shall require and obtain execution of covenants similar to those set forth in this Section (including covenants applicable upon the termination of a person's employment with Franchisee) from all employees, contractors or third persons who will have access to Franchisor's confidential and proprietary information. Such covenants shall be substantially in the form set forth in Attachment 9 (pursuant to applicable law) as revised and updated from time to time and contained in the Manual.

20. DISPUTE RESOLUTION

20.1 Internal Dispute Resolution. Franchisee shall first bring any claim, controversy or dispute arising out of or relating to this Agreement, the Attachments hereto or the relationship created by this Agreement to Franchisor's president and/or chief executive officer for resolution. After providing notice as set forth in Section 21.7 below, Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Agreement.

20.2 Mediation. At Franchisor's option, any claim, controversy, or dispute that is not resolved pursuant to Section 20.1 hereof shall be submitted to non-binding mediation. Franchisee shall provide Franchisor with written notice of Franchisee's intent to pursue any unresolved claim, controversy, or dispute, specifying in sufficient detail the nature thereof, prior to commencing any legal action. Franchisor shall have up to thirty (30) days following receipt of Franchisee's notice to exercise Franchisor's option to submit such claim, controversy, or dispute to mediation. Mediation shall be conducted through a mediator or mediators in accordance with the American Arbitration Association Commercial Mediation Rules. Such mediation shall take place in the then-current location of Franchisor's corporate headquarters. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), shall be borne by the parties equally. Franchisor may specifically enforce Franchisor's rights to mediation, as set forth herein.

20.3 Governing Law and Venue. This Agreement is made in, and shall be substantially performed in, the state of Texas. Any claims, controversies, disputes or actions arising out of this Agreement shall be governed, enforced and interpreted pursuant to the laws of the state of Texas. Franchisee and its Principals, except where specifically prohibited by law, hereby irrevocably submit themselves to the sole and exclusive jurisdiction of the state and federal courts in Texas. Franchisee and its Principal(s) hereby waive all questions of personal jurisdiction for the purpose of carrying out this provision.

20.4 Mutual Benefit. Franchisee, each Principal, if any, and Franchisor acknowledge that the parties' agreement regarding applicable state law and forum set forth in Section 20.3 provide each of the parties with the mutual benefit of uniform interpretation of this

Agreement and any dispute arising hereunder. Each of Franchisee, Principal(s), and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit and that each party's agreement regarding applicable state law and choice of forum have been negotiated in good faith and are part of the benefit of the bargain reflected by this Agreement.

20.5 Waiver of Jury Trial and Certain Damages. Franchisee and each Principal hereby waive, to the fullest extent permitted by law, any right to or claim for (i) a trial by jury in any action, proceeding or counterclaim brought by or against Franchisor, and (ii) any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities, arising out of any cause whatsoever. Each Franchisee and Principal(s) agree that in the event of a dispute, Franchisee and each Principal shall be limited to the recovery of any actual damages sustained.

20.6 Injunctive Relief. Nothing herein contained (including, without limitation, Sections 20.1 through 20.3 above) shall bar Franchisor from the right to obtain immediate injunctive relief from any court of competent jurisdiction against threatened conduct by Franchisee that may cause Franchisor loss or damage, under the usual equity rules, including the applicable rules for obtaining specific performance, restraining orders, and preliminary injunctions.

20.7 Limitations of Claims. Any and all claims asserted by Franchisee arising out of or relating to this Agreement or the relationship among the parties will be barred unless a proceeding for relief is commenced within two (2) years and one (1) day from the date the claim or cause of action accrued.

20.8 Attorney's Fees. In the event of any action in law or equity by and between Franchisor and Franchisee concerning the operation, enforcement, construction or interpretation of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs incurred.

20.9 Survival. The provisions of this Article 20 shall continue in full force and effect notwithstanding the expiration or termination of this Agreement or a transfer by Franchisee or any Principal of their respective interests in this Agreement.

21. GENERAL

21.1 Relationship of the Parties.

21.1.1 Independent Licensee. Franchisee is and shall be an independent licensee under this Agreement, and no partnership shall exist between Franchisee and Franchisor. This Agreement does not constitute Franchisee as an agent, legal representative, or employee of Franchisor for any purpose whatsoever, and Franchisee is not granted

any right or authority to assume or create any obligation for or on behalf of, or in the name of, or in any way to bind Franchisor. Franchisee agrees not to incur or contract any debt or obligation on behalf of Franchisor or commit any act, make any representation, or advertise in any manner which may adversely affect any right of Franchisor or be detrimental to Franchisor or other franchisees of Franchisor. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by you which are not expressly authorized under this Agreement. Franchisor will not be obligated for any damages to any person or property which directly or indirectly arise from or relates to your operation of the Franchised Business. Pursuant to the above, Franchisee agrees to indemnify Franchisor and hold Franchisor harmless from all liability, loss, attorneys' fees, or damage Franchisor may suffer as a result of claims, demands, taxes, costs, or judgments against Franchisor arising out of any allegation of an agent, partner, or employment relationship.

21.1.2 No Relationship. Franchisee acknowledges and agrees that Franchisee alone exercises day-to-day control over all operations, activities, and elements of the Franchised Business, and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees, and will never claim otherwise, that the various restrictions, prohibitions, specifications, and procedures of the System which Franchisee is required to comply with under this Agreement, whether set forth in Franchisor's Operations Manual or otherwise, does not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Franchised Business, which Franchisee alone controls, but only constitute standards Franchisee must adhere to when exercising control of the day-to-day operations of the Franchised Business.

21.1.3 Franchisee's Employees. Franchisee acknowledges and agrees that any training Franchisor provides for Franchisee's employees is geared to impart to those employees, with Franchisee's ultimate authority, the various procedures, protocols, systems, and operations of a That 1 Painter outlet and in no fashion reflects any employment relationship between Franchisor and such employees. If ever it is asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agree to assist Franchisor in defending said allegation, appearing at any venue requested by Franchisor to testify on Franchisor's behalf participate in depositions, other appearances or preparing affidavits rejecting any assertion that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees.

21.2 Successors. This Agreement shall bind and inure to the benefit of the successors and assigns of Franchisor and shall be personally binding on and inure to the benefit of Franchisee (including the individuals executing this Agreement on behalf of the Franchisee entity) and its or their respective heirs, executors, administrators and successors or assigns; provided, however, the foregoing provision shall not be construed

to allow a transfer of any interest of Franchisee or Principals in this Agreement or the Franchised Business, except in accordance with Article 16 hereof.

21.3 Invalidity of Part of Agreement. Should any provisions in this Agreement, for any reason, be declared invalid, then such provision shall be invalid only to the extent of the prohibition without in any way invalidating or altering any other provision of this Agreement.

21.4 Entire Agreement. This Agreement, including all attachments, is the entire agreement of the parties, superseding all prior written or oral agreements of the parties concerning the same subject matter, and superseding all prior written or oral representations made to Franchisee, except that nothing herein is intended to disclaim any representations made to Franchisee in Franchisor's Franchise Disclosure Document. No agreement of any kind relating to the matters covered by this Agreement and no amendment of the provisions hereof shall be binding upon either party unless and until the same has been made in writing and executed by all interested parties. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

21.5 Construction. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any provision herein may require, as if such words had been fully and properly written in the appropriate number and gender. All covenants, agreements and obligations assumed herein by Franchisee and any Principal shall be deemed to be joint and several covenants, agreements, and obligations of each of the persons named as Franchisee, if more than one person is so named.

21.6 Captions. Captions and section headings are used herein for convenience only. They are not part of this Agreement and shall not be used in construing it.

21.7 Notices. Whenever notice is required or permitted to be given under the terms of this Agreement, it shall be given in writing, and be delivered personally or by certified mail or courier, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or delivery is refused. All such notices shall be addressed to the party to be notified at their respective addresses as set forth in the introductory paragraph of this Agreement, or at such other address or addresses as the parties may from time to time designate in writing.

21.8 Effect of Waivers. No waiver, delay, omission, or forbearance on the part of Franchisor to exercise any right, option, duty or power arising from any default or breach by Franchisee shall affect or impair the rights of Franchisor with respect to any subsequent default of the same or of a different kind. Any use by Franchisee of the System or any part thereof at any place other than in the Territory shall not give Franchisee any rights not specifically granted hereunder. Failure to take action to stop such use shall not in

any event be considered a waiver of the rights of Franchisor at any time to require Franchisee to restrict said use to the Territory.

21.9 Remedies Cumulative. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies that are provided for herein or that may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Articles 17 and 18 shall not discharge or release Franchisee or any Principal from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

21.10 Consent to Do Business Electronically. The parties to the Franchise Agreement hereby consent to do business electronically. Pursuant to the Uniform Electronic Transactions Act as adopted by the state of Texas, the parties hereby affirm to each other that they agree with the terms of the Franchise Agreement, and by attaching their digital signature, including any DocuSign signature, to the Franchise Agreement, they are executing the document and intending to attach their digital signature to it. Furthermore, the parties acknowledge that the other parties to the Franchise Agreement can rely on a digital signature, including a DocuSign signature, as the respective party's signature.

21.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

21.12 Survival. Any obligation of Franchisee or any Principal that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or any Principal therein shall be deemed to survive such termination, expiration or transfer.

22. ACKNOWLEDGMENTS. Franchisee shall acknowledge the truthfulness of the statements contained in Attachment 1 hereto. Franchisee's acknowledgements are an inducement for us to enter into this Agreement. Franchisee shall immediately notify us, prior to acknowledgment, if any statement in Attachment 1 is incomplete or incorrect.

Remainder of Page Intentionally Blank

The parties hereto have executed this Franchise Agreement on the day and year first above written.

FRANCHISEE: [ENTITY NAME]	FRANCHISOR: THAT 1 PAINTER FRANCHISING, LLC
Name: [PRINCIPAL NAME] Title: [Principal's Title]	Name: STEVEN MONTGOMERY Title: CEO and Founder

PRINCIPALS:

Name: [PRINCIPAL #1 NAME]

ATTACHMENT 1

FRANCHISEE ACKNOWLEDGEMENT STATEMENT

DO NOT SIGN THIS QUESTIONNAIRE IF YOU RESIDE IN, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES: CA, HI, IL, MD, MI, MN, NY, ND, RI, SD, VA, WA, AND WI.

Franchisee hereby acknowledges the following:

1. Franchisee has conducted an independent investigation of all aspects relating to the financial, operational and other aspects of the business of operating the Franchised Business. Franchisee further acknowledges that, except as may be set forth in Franchisor's Disclosure Document, no representations of performance (financial or otherwise) for the Franchised Business provided for in this Agreement has been made to Franchisee by Franchisor and Franchisee and any and all Principals hereby waive any claim against Franchisor for any business failure Franchisee may experience as a franchisee under this Agreement.

_____
Initial

2. Franchisee has conducted an independent investigation of the business contemplated by this Agreement and understands and acknowledges that the business contemplated by this Agreement involves business risks making the success of the venture largely dependent upon the business abilities and participation of Franchisee and its efforts as an independent business operation.

_____
Initial

3. Franchisee agrees that no claims of success or failure have been made to it or him or her prior to signing the Franchise Agreement and that it/she/he understands all the terms and conditions of the Franchise Agreement. Franchisee further acknowledges that the Franchise Agreement contains all oral and written agreements, representations and arrangements between the parties hereto, and any rights which the respective parties hereto may have had under any other previous contracts are hereby cancelled and terminated, and that this Agreement cannot be changed or terminated orally.

_____
Initial

4. Franchisee has no knowledge of any representations by Franchisor or its officers, directors, shareholders, employees, sales representatives, agents or servants, about the business contemplated by the Franchise Agreement that are contrary to the terms of the Franchise Agreement or the documents incorporated herein. Franchisee acknowledges that no representations or warranties are made or implied, except as specifically set forth in the Franchise Agreement. Franchisee represents, as an inducement to Franchisor's entry into

this Agreement, that it has made no misrepresentations in obtaining the Franchise Agreement.

_____
Initial

5. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received or relied upon, any warranty or guarantee, express or implied, as to the potential volume, profits or success of the business venture contemplated by the Franchise Agreement.

_____
Initial

6. Franchisee acknowledges that Franchisor's approval or acceptance of Franchisee's Business location does not constitute a warranty, recommendation or endorsement of the location for the Franchised Business, nor any assurance by Franchisor that the operation of the Franchised Business at the premises will be successful or profitable.

_____
Initial

7. Franchisee acknowledges that it has received the That 1 Painter Franchising, LLC Franchise Disclosure Document with a complete copy of the Franchise Agreement and all related Attachments and agreements at least fourteen (14) calendar days prior to the date on which the Franchise Agreement was executed. Franchisee further acknowledges that Franchisee has read such Franchise Disclosure Document and understands its contents.

_____
Initial

8. Franchisee acknowledges that it has had ample opportunity to consult with its own attorneys, accountants and other advisors and that the attorneys for Franchisor have not advised or represented Franchisee with respect to the Franchise Agreement or the relationship thereby created.

_____
Initial

9. Franchisee, together with Franchisee's advisers, has sufficient knowledge and experience in financial and business matters to make an informed investment decision with respect to the Franchise granted by the Franchise Agreement.

_____
Initial

10. Franchisee is aware of the fact that other present or future franchisees of Franchisor may operate under different forms of agreement(s), and consequently that Franchisor's

obligations and rights with respect to its various franchisees may differ materially in certain circumstances.

_____
Initial

11. It is recognized by the parties that Franchisor is also (or may become) a manufacturer or distributor of certain products under the Marks licensed herein; and it is understood that Franchisor does not warrant that such products will not be sold within the Franchisee's Territory by others who may have purchased such products from Franchisor.

_____
Initial

12. BY EXECUTING THE FRANCHISE AGREEMENT, FRANCHISEE AND ANY PRINCIPAL, INDIVIDUALLY AND ON BEHALF OF FRANCHISEE'S AND SUCH PRINCIPAL'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, HEREBY FOREVER RELEASE AND DISCHARGE THAT 1 PAINTER FRANCHISING, LLC AND ANY OF ABOVE'S PARENT COMPANY, SUBSIDIARIES, DIVISIONS, AFFILIATES, SUCCESSORS, ASSIGNS AND DESIGNEES, AND THE FOREGOING ENTITIES' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS, DESIGNEES AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS AND JUDGMENTS RELATING TO OR ARISING UNDER THE STATEMENTS, CONDUCT, CLAIMS OR ANY OTHER AGREEMENT BETWEEN THE PARTIES EXECUTED PRIOR TO THE DATE OF THE FRANCHISE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER PRESENTLY KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, ARISING UNDER THE FRANCHISE, SECURITIES, TAX OR ANTITRUST LAWS OF THE UNITED STATES OR OF ANY STATE OR TERRITORY THEREOF. THIS RELEASE SHALL NOT APPLY TO ANY CLAIMS ARISING FROM REPRESENTATIONS MADE BY FRANCHISOR IN FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT RECEIVED BY FRANCHISEE.

_____
Initial

FRANCHISEE:
[ENTITY NAME]

_____
Name: [PRINCIPAL NAME]
Title: [Principal's Title]

PRINCIPALS:

_____
Name: [PRINCIPAL #1 NAME]

ATTACHMENT 2

Character Mark –

THAT 1 PAINTER

Service Mark –

ATTACHMENT 3

TERRITORY DESCRIPTION AND INITIAL FEE

Territory:_____

IF FRANCHISOR AND FRANCHISEE HAVE ALREADY DECIDED ON A TERRITORY, IT WILL BE ATTACHED TO THIS AGREEMENT.

Population = minimum of 200,000 as of the Effective Date. Notwithstanding any change in population during the Term, the Territory shall not extend beyond the boundaries set forth above.

Initial Franchise Fee: _____

ATTACHMENT 4

ANNUAL MINIMUM PERFORMANCE STANDARDS

Franchisee shall attain a minimum Gross Revenue for each year of the Term as follows:

Minimum Revenue Requirement (Per Territory)				
YEAR 1	**YEAR 2**	**YEAR 3-5**	**YEAR 6-7**	**YEAR 8-10 (and renewal term)**
N/A	$500,000	$600,000	$750,000	$1,000,000

Each year set forth above starts when the business opens.

ATTACHMENT 5

GENERAL RELEASE

_____ ("Franchisee") and its principal(s):

_____

_____

_____

_____

(collectively, "Franchisee's Principal(s)"), on behalf of themselves and their respective officers, directors, employees, successors, assigns, heirs, personal representatives, and all other persons acting on their behalf or claiming under them (collectively, the "Franchisee Releasors"), hereby release, discharge and hold harmless That 1 Painter Franchising, LLC ("Franchisor"), their parent company, affiliates, and each of their respective officers, directors, shareholders, employees, agents, attorneys, successors, and assigns (collectively, the "Franchisor Releasees") from any suits, claims, controversies, rights, promises, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected arising under, relating to, or in connection with the Franchise Agreement dated _____between Franchisee and Franchisor and any related agreements and the relationship created thereby, or the Franchised Business operated under the Franchise Agreement, or any claims or representations made relative to the sale of the franchise to operate such Franchised Business or under any federal or state franchise or unfair or deceptive trade practice laws, which any of the Franchisee Releasors now own or hold or have at any time heretofore owned or held against the Franchisor Releasees (collectively, the "Franchisee Released Claims").

FRANCHISEE AND FRANCHISEE'S PRINCIPAL(S) ON BEHALF OF THEMSELVES AND THE FRANCHISEE RELEASORS WAIVE ANY RIGHTS AND BENEFITS CONFERRED BY ANY APPLICABLE PROVISION OF LAW EXISTING UNDER ANY FEDERAL, STATE OR POLITICAL SUBDIVISION THEREOF WHICH WOULD INVALIDATE ALL OR ANY PORTION OF THE RELEASE CONTAINED HEREIN BECAUSE SUCH RELEASE MAY EXTEND TO CLAIMS WHICH THE FRANCHISEE RELEASORS DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTION OF THIS AGREEMENT. The Franchisee Releasors also covenant not to bring any suit, action, or proceeding, or make any demand or claim of any type, against any Franchisor Releasees with respect to any Franchisee Released Claim, and Franchisee and Franchisee's Principal(s) shall defend, indemnify and hold harmless each of Franchisor Releasees against same.

[**Washington Residents]**: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the franchise agreement is in effect and where the franchisee is represented by independent counsel. *See* RCW 19.100.180(g); RCW 19.100.220.

Executed as of _____.

FRANCHISEE:

By:_____

_____,_____
(Name, Title)

FRANCHISEE'S PRINCIPAL:

_____

Print Name: _____

_____

Print Name: _____

_____

Print Name: _____

_____

Print Name: _____

ATTACHMENT 6

STATEMENT OF OWNERSHIP INTERESTS IN FRANCHISEE/ENTITY

Name	**Percentage of Ownership**
[INDIVIDUAL #1 NAME]	[PRINCIPAL #1 OWNERSHIP %]
[INDIVIDUAL #2 NAME]	[PRINCIPAL #2 OWNERSHIP %]

ATTACHMENT 7

GUARANTY

This Guaranty and Covenant (this "Guaranty") is given by the undersigned ("Guarantor") on_____, (the "Effective Date") to That 1 Painter Franchising, LLC, a Texas limited liability company ("Franchisor"), in order to induce Franchisor to enter into that certain Franchise Agreement dated on or about the Effective Date hereof (the "Franchisee Agreement") with [INDIVIDUAL #1 NAME] and [INDIVIDUAL #2 NAME] ([jointly/collectively] "Franchisee").

Guarantor acknowledges that Guarantor is the spouse of Franchisee's Principal, as that term is used in the Franchise Agreement.

Guarantor acknowledges that Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty is in partial consideration for, and a condition to the granting of, the rights granted in the Franchise Agreement to Franchisee, and that Franchisor would not have granted these rights without the execution of this Guaranty by Guarantor.

Guarantor hereby individually makes, agrees to be bound by, and agrees to perform, all of the monetary obligations and non-disclosure and non-competition covenants and agreements of the Franchisee as set forth in the Franchise Agreement, including but not limited to, the covenants set forth in Sections 19.2, 19.5, 19.6, 19.8 and 19.9 of the Franchise Agreement ("Guaranteed Obligations"). Guarantor shall perform and/or make punctual payment to Franchisor of the Guaranteed Obligations in accordance with the terms of the Franchise Agreement or other applicable document forthwith upon demand by Franchisor.

This Guaranty is an absolute and unconditional continuing guaranty of payment and performance of the Guaranteed Obligations. This Guaranty shall not be discharged by renewal of any claims guaranteed by this instrument, change in ownership or control of the Franchisee entity, transfer of the Franchise Agreement, the suffering of any indulgence to any debtor, extension of time of payment thereof, nor the discharge of Franchisee by bankruptcy, operation of law or otherwise. Presentment, demand, protest, notice of protest and dishonor, notice of default or nonpayment and diligence in collecting any obligation under any agreement between Franchisee and Franchisor are each and all waived by Guarantor and/or acknowledged as inapplicable. Guarantor waives notice of amendment of any agreement between Franchisee and Franchisor and notice of demand for payment by Franchisee. Guarantor further agrees to be bound by any and all amendments and changes to any agreement between Franchisee and Franchisor.

Franchisor may pursue its rights against Guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by Franchisor of any right or remedy shall preclude the further exercise of such right or remedy.

If other guarantors have guaranteed any and or all of the Guaranteed Obligations, their liability shall be joint and several to that of Guarantor.

Until all of the Guaranteed Obligations have been paid in full and/or performed in full, Guarantor shall not have any right of subrogation, unless expressly given to Guarantor in writing by Franchisor.

All Franchisor's rights, powers and remedies hereunder and under any other agreement now or at any time hereafter in force between Franchisor and Guarantor shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Franchisor by law.

Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

This Guaranty shall extend to and inure to the benefit of Franchisor and its successors and assigns and shall be binding on Guarantor and its successors and assigns.

IN WITNESS WHEREOF, Guarantor has signed this Guaranty as of the date set forth above.

GUARANTOR - SPOUSE OF FRANCHISEE'S PRINCIPAL:

_____

Signature

Name:[INDIVIDUAL(S) SPOUSE NAME]
Address: [ADDRESS OF SPOUSE]

ATTACHMENT 8

INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE ACCOUNT AGREEMENT

THIS INTERNET ADVERTISING, SOCIAL MEDIA, SOFTWARE, AND TELEPHONE ACCOUNT AGREEMENT (the "Agreement") is made and entered into _____ (the "Effective Date") by and between That 1 Painter Franchising, LLC a Texas limited liability company (the "Franchisor"), and [INDIVIDUAL #1 NAME], an individual, residing at [INDIVIDUAL #1 RESIDENTIAL ADDRESS], and [INDIVIDUAL #2 NAME], an individual, residing at [INDIVIDUAL #2 RESIDENTIAL ADDRESS] ("Principal(s)"), who shall be [jointly/collectively] referred to in this Agreement as the "Franchisee".

WHEREAS, Franchisee desires to enter into a franchise agreement with Franchisor for a That 1 Painter business ("Franchise Agreement") which will allow Franchisee to conduct internet-based advertising, maintain social media accounts, software accounts and use telephone listings linked to the That 1 Painter brand.

WHEREAS, Franchisor would not enter into the Franchise Agreement without Franchisee's agreement to enter into, comply with, and be bound by all the terms and provisions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual promises and covenants contained herein, and in further consideration of the Franchise Agreement and the mutual promises and covenants contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions

All terms used but not otherwise defined in this Agreement shall have the meanings set forth in the Franchise Agreement. "Termination" of the Franchise Agreement shall include, but shall not be limited to, the voluntary termination, involuntary termination, or natural expiration thereof.

2. Internet Advertising and Telephone Accounts

2.1 Interest in Web Sites, Social Media Accounts and Other Electronic Listings. Franchisee may acquire (whether in accordance with or in violation of the Franchise Agreement) during the term of Franchise Agreement, certain right, title, or interest in and to certain domain names, social media accounts, hypertext markup language, uniform resource locator addresses, access to corresponding internet web sites, and the right to hyperlink to certain web sites and listings on various internet search engines (collectively, "Electronic Advertising") related to the Franchised Business or the Marks.

2.2 Interest in Telephone Numbers and Listings. Franchisee has or will acquire during the term of the Franchise Agreement, certain right, title, and interest in and to those certain telephone numbers and regular, classified, internet page, and other telephone directory listings (collectively, the "Telephone Listings") related to the Franchised Business or the Marks.

2.3 Transfer. On Termination of the Franchise Agreement, or on periodic request of Franchisor, Franchisee will immediately:

2.3.1 Direct all internet service providers, domain name registries, internet search engines, social media companies, and other listing agencies (collectively, the "Internet Companies") with which Franchisee has Internet Web Sites, Social Media Accounts and other Listings: (i) to transfer all of Franchisee's Interest in such Internet Web Sites, Social Media Accounts and other Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Internet Web Sites, Social Media Accounts and other Listings, Franchisee will immediately direct the Internet Companies to terminate such Internet Web Sites, Social Media Accounts and other Listings or will take such other actions with respect to the Internet Web Sites, Social Media Accounts and other Listings as Franchisor directs; and

2.3.2 Direct all telephone companies, telephone directory publishers, and telephone directory listing agencies (collectively, the "Telephone Companies") with which Franchisee has Telephone Numbers and Listings: (i) to transfer all Franchisee's Interest in such Telephone Numbers and Listings to Franchisor; and (ii) to execute such documents and take such actions as may be necessary to effectuate such transfer. In the event Franchisor does not desire to accept any or all such Telephone Numbers and Listings, Franchisee will immediately direct the Telephone Companies to terminate such Telephone Numbers and Listings or will take such other actions with respect to the Telephone Numbers and Listings as Franchisor directs.

2.4 Appointment; Power of Attorney. Franchisee hereby constitutes and appoints Franchisor and any officer or agent of Franchisor, for Franchisor's benefit under the Franchise Agreement and this Agreement or otherwise, with full power of substitution, as Franchisee's true and lawful attorney-in-fact with full power and authority in Franchisee's place and stead, and in Franchisee's name or the name of any affiliated person or affiliated company of Franchisee, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Agreement. Franchisee further agrees that this appointment constitutes a power coupled with an interest and is irrevocable until Franchisee has satisfied all of its obligations under the Franchise Agreement and any and all other agreements to which Franchisee and any of its affiliates on the one hand, and Franchisor and any of its affiliates on the other, are parties, including without limitation this Agreement. Without limiting the generality of the foregoing, Franchisee hereby grants to Franchisor the power and right to do the following:

2.4.1 Direct the Internet Companies to transfer all Franchisee's Interest in and to the Internet Web Sites, Social Media Accounts and/or other Listings to Franchisor, or alternatively, to direct the Internet Companies to terminate any or all of the Internet Web Sites, Social Media Accounts and/or other Listings;

2.4.2 Direct the Telephone Companies to transfer all Franchisee's Interest in and to the Telephone Numbers and Listings to Franchisor, or alternatively, to direct the Telephone Companies to terminate any or all of the Telephone Numbers and Listings; and

2.4.3 Execute such standard assignment forms or other documents as the Internet Companies and/or Telephone Companies may require in order to effect such transfers or terminations of Franchisee's Interest.

2.5 Certification of Termination. Franchisee hereby directs the Internet Companies and Telephone Companies to accept, as conclusive proof of Termination of the Franchise Agreement, Franchisor's written statement, signed by an officer or agent of Franchisor, that the Franchise Agreement has terminated.

2.6 Cessation of Obligations. After the Internet Companies and the Telephone Companies have duly transferred all Franchisee's Interests as described in paragraph 2.3 above to Franchisor, as between Franchisee and Franchisor, Franchisee will have no further interest in, or obligations with respect to the particular Electronic Advertising and/or Telephone Listing. Notwithstanding the foregoing, Franchisee will remain liable to each and all of the Internet Companies and Telephone Companies for the respective sums Franchisee is obligated to pay to them for obligations Franchisee incurred before the date Franchisor duly accepted the transfer of such Interests, or for any other obligations not subject to the Franchise Agreement or this Agreement.

3. **Miscellaneous**

3.1 Release. Franchisee hereby releases, remises, acquits, and forever discharges each and all of the Internet Companies and/or Telephone Companies and each and all of their parent corporations, subsidiaries, affiliates, directors, officers, stockholders, employees, and agents, and the successors and assigns of any of them, from any and all rights, demands, claims, damage, losses, costs, expenses, actions, and causes of action whatsoever, whether in tort or in contract, at law or in equity, known or unknown, contingent or fixed, suspected or unsuspected, arising out of, asserted in, assertible in, or in any way related to this Agreement.

3.2 Indemnification. Franchisee is solely responsible for all costs and expenses related to its performance, its nonperformance, and Franchisor's enforcement of this Agreement, which costs and expenses Franchisee will pay Franchisor in full, without defense or setoff, on demand. Franchisee agrees that it will indemnify, defend, and hold harmless Franchisor and its affiliates, and its and their directors, officers, shareholders, partners, members, employees, agents, and attorneys, and the successors and assigns of any and all of them, from and against, and will reimburse Franchisor and any and all of them for, any and all loss, losses, damage, damages, claims, debts, claims, demands, or obligations that are related to or are based on this Agreement.

3.3 No Duty. The powers conferred on Franchisor hereunder are solely to protect Franchisor's interests and shall not impose any duty on Franchisor to exercise any such powers.

Franchisee expressly agrees that in no event shall Franchisor be obligated to accept the transfer of any or all of Franchisee's Interest in any matter hereunder.

3.4 Further Assurances. Franchisee agrees that at any time after the date of this Agreement, Franchisee will perform such acts and execute and deliver such documents as may be necessary to assist in or accomplish the purposes of this Agreement.

3.5 Successors, Assigns, and Affiliates. All Franchisor's rights and powers, and all Franchisee's obligations, under this Agreement shall be binding on Franchisee's successors, assigns, and affiliated persons or entities as if they had duly executed this Agreement.

3.6 Effect on Other Agreements. Except as otherwise provided in this Agreement, all provisions of the Franchise Agreement and attachments and schedules thereto shall remain in effect as set forth therein.

3.7 Survival. This Agreement shall survive the Termination of the Franchise Agreement.

3.8 Governing Law. This Agreement shall be governed by and construed under the laws of the state of Texas, without regard to the application of Texas conflict of law rules.

The undersigned have executed or caused their duly authorized representatives to execute this Agreement as of the Effective Date.

FRANCHISEE:	FRANCHISOR:
[ENTITY NAME]	THAT 1 PAINTER FRANCHISING, LLC
_____	_____
Name: [PRINCIPAL NAME]	Name: STEVEN MONTGOMERY
Title: [Principal's Title]	Title: CEO and Founder

PRINCIPALS:

_____

Name: [PRINCIPAL #1 NAME]

ATTACHMENT 9
CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement (the "Agreement") is made and entered into this ___ day of_____, 20___, by _____ _____, a(n) _____ _____ ("Franchisee"), a franchisee of That 1 Painter Franchising, LLC a Texas limited liability company ("Franchisor"), and _____an individual ("Covenantor") in connection with a Franchise Agreement dated.

WHEREAS, Franchisee and Franchisor are parties to a franchise agreement dated _____ _____, 20___ (the "Franchise Agreement"), whereby Franchisor has granted Franchisee the right to use certain trademarks, including, the registered trademark "That 1 Painter" and design mark, and certain proprietary products, services, promotions, and methods (the "System") for the establishment and operation of a That 1 Painter franchise (the "Franchised Business").

WHEREAS, in connection with his or her duties, it will be necessary for Covenantor to have access to some or all of the confidential information, knowledge, know-how, techniques, contents of the That 1 Painter operations manual and other materials used in or related to the System and/or concerning the methods of operation of the System (collectively referred to as "Confidential Information").

WHEREAS, the Confidential Information provides economic advantages to Franchisor and licensed users of the System, including Franchisee.

WHEREAS, Franchisee has acknowledged the importance of restricting the use, access and dissemination of the Confidential Information, and Franchisee therefore has agreed to obtain from Covenantor a written agreement protecting the Confidential Information and further protecting the System against unfair competition; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Confidential Information constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

1. Confidentiality Agreement.

a. Covenantor shall, always, maintain the confidentiality of the Confidential Information and shall use such Confidential Information only in the course of his or her employment by or association with Franchisee in connection with the operation of a Franchised Business under the Franchise Agreement.

b. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Confidential Information without Franchisor's express written permission.

c. Covenantor shall not at any time disclose or permit the disclosure of the Confidential Information except, and only then to the limited extent necessary, to those employees of Franchisee for training and assisting such employees in the operation of the Franchised Business.

d. Covenantor shall surrender any material containing some or all the Confidential Information to Franchisee or Franchisor, upon request, or upon termination of employment or association with Franchisee.

e. Covenantor shall not at any time, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the System.

f. Covenantor agrees that no Confidential Information may be reproduced, in whole or in part, without written consent.

2. Covenants Not to Compete.

a. To protect the goodwill and unique qualities of the System, and in consideration for the disclosure to Covenantor of the Confidential Information, Covenantor further agrees and covenants that during Covenantor's employment or association with Franchisee, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business or of other That 1 Painter franchisees in the System to any competitor, by direct or indirect inducement or otherwise,

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any residential or commercial painting business substantially similar to the System.

b. In further consideration for the disclosure to Covenantor of the Confidential Information and to protect the goodwill and unique qualities of the System, Covenantor further agrees and covenants that, upon the termination of Covenantor's employment or association with Franchisee and continuing for twenty-four (24) months thereafter, Covenantor shall not, for Covenantor or through, on behalf of or in conjunction with any person or entity:

(i) divert, or attempt to divert, any business, customer or referral source of the Franchised Business or of other franchisees in the That 1 Painter System to any competitor, by direct or indirect inducement or otherwise,

(ii) participate as an owner, partner, director, officer, employee, consultant or agent or serve in any other capacity in any residential or commercial painting business within the within twenty-five (25) miles outside of the boundaries of the Franchisee's Territory or within twenty-five (25) miles of any That 1 Painter office location.

c. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor.

d. If the period of time or the geographic scope specified Section 2.b. above, should be adjudged unreasonable in any proceeding, then the period of time will be reduced by such number of months or the geographic scope will be reduced by the elimination of such portion thereof, or both, so that such restrictions may be enforced for such time and scope as are adjudged to be reasonable. In addition, Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement or any portion thereof, without Covenantor's or Franchisee's consent, effective immediately upon receipt by Covenantor of

written notice thereof, and Covenantor agrees to forthwith comply with any covenant as so modified.

3. General.

a. Franchisee shall take full responsibility for ensuring that Covenantor acts as required by this Agreement.

b. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisee is obligated to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

c. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

d. Any failure of Franchisee to object to or take action with respect to any breach of any provision of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

e. THIS AGREEMENT SHALL BE INTERPRETED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF OR HERSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF TEXAS. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON COVENANTOR IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY THE LAWS OF SUCH STATE OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE IN THE STATE OF TEXAS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION THAT INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE THAT HAS JURISDICTION.

f. The parties agree that each of the foregoing covenants contained herein shall be construed as independent of any other covenant or provision of this Agreement.

g. Covenantor acknowledges and agrees that each of the covenants contained herein will not impose any undue hardship on Covenantor since Covenantor has other considerable skills,

experience and education which affords Covenantor the opportunity to derive income from other endeavors.

h. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

i. All notices and demands required to be given hereunder shall be in writing and shall be delivered personally or by certified or registered mail, postage prepaid, addressed to the party for whom intended, and shall be deemed given on the date of delivery or the date delivery is refused. All such notices shall be addressed to the party to be notified at the following addresses:

If directed to Franchisee:

_____

_____

If directed to Covenantor:

_____

_____

Any change in the foregoing addresses shall be affected by giving written notice of such change to the other parties.

j. Franchisor is an intended third-party beneficiary of this Agreement, and Franchisor may take whatever action it deems necessary to enforce Covenantor's obligations hereunder. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successors and assigns.

k. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Confidentiality and Non-Compete Agreement as witnessed by their signatures below.

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____

COVENANTOR:

_____

Name: _____

EXHIBIT C

MULTI UNIT ADDENDUM

MULTI-UNIT ADDENDUM
THAT 1 PAINTER FRANCHISING LLC

This Multi-Unit Addendum (the "Addendum") is made and entered into on _____ (the "Effective Date"), by and between: (i) That 1 Painter Franchising LLC, a Texas limited liability company with a business address at 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727 ("Franchisor"); and (ii) _____, with its principal place of business at _____ ("Franchisee").

BACKGROUND

A. Contemporaneous with the execution of this Addendum, Franchisor and Franchisee entered into _____ Franchise Agreements (collectively, the "Applicable Franchise Agreements") and, under each such Applicable Franchise Agreement, Franchisee obtained the right and undertook the obligation to operate a franchised business under Franchisor's then-current proprietary mark(s) (each, a "Franchised Business").

B. Each Franchised Business has its own designated territory wherein Franchisee is required to actively promote and operate the Franchised Businesses (each, a "Territory" and collectively, the "Territories").

C. Franchisor and Franchisee now wish to amend and otherwise clarify certain provisions in the Applicable Franchise Agreements, pursuant to the terms and conditions of this Addendum.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Background; Definitions.**

a. The parties agree and acknowledge that the Background portion of this Addendum, including all definitions, representations and provisions set forth therein, is hereby incorporated by reference as if set forth in this Section.

b. For purposes of this Addendum, if a capitalized term in this Addendum is not specifically defined herein, that term will be given the same definition that the term is afforded in the Applicable Franchise Agreements, as applicable.

2. **Development Fee in Lieu of Initial Fee.** Notwithstanding anything contained in Section 6.1.1 of the Applicable Franchise Agreements, Franchisee will not be required to pay Franchisor an Initial Fee under any Applicable Franchise Agreement. Instead, Franchisee must pay Franchisor a lump-sum development fee amounting to $_____ (the "Development Fee"). The entire Development Fee must be paid upon execution of this Addendum and the Applicable Franchise Agreements, and this fee is deemed fully earned and non-refundable under any circumstances.

3. **Royalty Fee; Minimum Royalty Fee.** Section 6.1.2 of the Applicable Franchise Agreements is hereby amended to clarify that the Minimum Royalty Fee of $461 per Territory per week will begin upon the earlier of (i) when Franchisee opens up in the specific Territory, or (ii) (a) 120 days after the Effective Date of the Franchise Agreement for the first Territory, (b) seven months after the

Effective Date of the Franchise Agreement for the second Territory, and (c) 13 months after the Effective Date of the Franchise Agreement for the third and each additional Territory.

4. **Development Obligations.** Section 8.2 (Time to Open) of the Applicable Franchise Agreements is hereby amended in accordance with this Section and Franchisee must ensure that, at a minimum, Franchisee: (I) opens and commences operations of the number of new Franchised Businesses in accordance with the development schedule below (the "Development Schedule") during each of the development periods (each, a "Development Period"); and (ii) has the minimum cumulative number of Franchised Businesses open and operating at the expiration of each such Development Period. Franchisor and Franchisee agree and acknowledge that time is of the essence with respect to the foregoing development obligations, and that Franchisee's failure to comply with the Development Schedule in any manner with respect to any Development Period is grounds for immediate termination of this Agreement (and any Franchise Agreement that Franchisee failed to development within the applicable Development Period) if not timely cured as set forth in this Addendum:

Franchised Business Number (and Territory Name)	Date Franchised Business Must be Opened By
1 (Territory Name)	[Date]
2 (Territory Name)	[Date]
3 (Territory Name)	[Date]
4 (Territory Name)	[Date]
5 (Territory Name)	[Date]

5. **Grand Opening Advertising.** Section 13.2.3 of the Applicable Franchise Agreements is hereby amended to clarify that Franchisee must spend $10,000 to $15,000 per Territory in connection with the advertising of the grand opening of the Franchised Business.

6. **Marketing Development Fee.** Section 13.2.3 of the Applicable Franchise Agreements is hereby amended to clarify that Franchisor will determine, at its discretion, whether Franchisee is obligated to pay the Marketing Development Fee once, or in connection with each Applicable Franchise Agreement depending on factors such as (i) whether the Territories are operated out of one central location, (ii) whether the Territories are contiguous with one another, and (iii) the size of the Territories.

7. **Reporting.** Sections 6.1.3 and 12.2 of the Franchise Agreement are hereby amended to clarify that if the Territories under the Franchise Agreements are contiguous to one another, then Franchisee will have the option to report its sales to Franchisor collectively or on an individual basis in each Territory.

8. **Technology Fee.** Section 6.6 of the Applicable Franchise Agreements is hereby amended to clarify that Franchisee is obligated to pay a separate Technology Fee under each Applicable Franchise Agreement.

9. **Local Advertising Management Fee.** Section 13.2 of the Applicable Franchise Agreements is hereby amended to clarify that Franchisee is obligated to pay the Local Advertising Management Fee under each Applicable Franchise Agreement on a "per-location" basis.

10. **Local Advertising.** Section 13.2 of the Applicable Franchise Agreements is hereby amended to clarify that Franchisee is obligated to comply with its Local Advertising requirement under each Applicable Franchise Agreement.

11. **Transfer Fee.** Section 16.4 of the Applicable Franchise Agreements is hereby amended to clarify that Franchisee is required to pay the transfer fee under each Applicable Franchise Agreement, even if multiple Applicable Franchise Agreements are transferred in the same transaction.

12. **Successor Franchise Fee.** Section 5.2.6 of the Applicable Franchise Agreements is hereby amended to clarify that Franchisee is required to pay the Successor Agreement Fee under each Applicable Franchise Agreement, even if Franchisee is renewing multiple Applicable Franchise Agreements at once.

13. **Minimum Performance Standards.** Section 3.2 and Attachment 4 to the Applicable Franchise Agreements is hereby amended to clarify that Franchisee must achieve the Minimum Performance Standard under each Applicable Franchise Agreement separately.

14. **Internal Dispute Resolution.** Franchisee shall first bring any claim, controversy, or dispute arising out of or relating to this Addendum to Franchisor's president and/or chief executive officer for resolution. This agreement to first attempt resolution of disputes internally shall survive termination or expiration of this Addendum.

15. **Mediation.** At Franchisor's option, all claims or disputes between Franchisor and Franchisee or its owners/affiliates arising out of, or in any way relating to, this Addendum or any other agreement by and between Franchisor and Franchisee or its owners/affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure sent forth herein, must be submitted first to non-binding mediation, at Franchisor's place of business in Texas, under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its owners/affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of 30 days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its owners/affiliates elect to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its owners/affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (I) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor.

15.1 Franchisor will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth herein if such controversy, dispute, or claim concerns an allegation that Franchisee has violated (or threatens to violate, or poses an imminent risk of violating): (I) any federally intellectual property rights in Franchisor's marks, the system, or in any confidential/proprietary information of Franchisor; or (ii) any of Franchisee's payment obligations under this Addendum.

16. **Acknowledgment.** Franchisee acknowledges that this Addendum is not a Franchise Addendum and does not confer upon Franchisee any rights to use Franchisor's marks or system.

17. **Notices**. All notices, requests, and reports to be given under this Addendum are to be in writing, and delivered by either hand, overnight mail via recognized courier such as UPS or FedEx, or

certified mail, return receipt requested, prepaid, to the addresses set forth above (which may be changed by written notice).

18. **Default of Addendum Constitutes Default Under All Applicable Franchise Agreements.** In the event Franchisee breaches any of the provisions of this Addendum, such breach will constitute a material default of all Applicable Franchise Agreements and must be cured within 15 days from Franchisee's receipt of Franchisor's written notice of such breach as set forth in Section 21.7 of the Applicable Franchise Agreements. If Franchisee fails to cure such breach(es) within the prescribed time period, Franchisor may, at its option, terminate one or more of the Applicable Franchise Agreements immediately upon providing written notice.

19. **Governing Law.** This Addendum shall be governed by and construed in accordance with the laws of the State of Texas, without reference to this state's conflict of laws principles.

20. **Venue; Forum; Jurisdiction; Dispute Resolution.** Franchisor and Franchisee agree and acknowledge that the venue, forum, jurisdiction, and dispute resolution provisions of the Applicable Franchise Agreements shall also apply to this Addendum.

21. **Ratification of Applicable Franchise Agreements.** Except as amended by this Addendum, any and all other terms and conditions set forth in the Applicable Franchise Agreements are hereby ratified and confirmed as if fully restated herein.

22. **Entire Agreement.** This Addendum constitutes the entire agreement between the parties. Nothing in this Agreement is intended to disclaim the representations Franchisor made in the franchise disclosure document or in its exhibits or amendments that was furnished to Franchisee. This Addendum may not be amended or modified unless such amendment is executed by all parties to this Addendum.

23. **Transfer.** This Addendum may not be transferred (whether by assignment, sale, transfer, gift, devise, or encumbrance) by Franchisee without Franchisor's prior written consent and will be subject to Franchisee complying with the transfer provisions of the Applicable Franchise Agreements. Franchisor may transfer this Addendum at any time.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Addendum as of the Effective Date.

FRANCHISOR	**FRANCHISEE**
THAT 1 PAINTER FRANCHISING LLC	**[ENTITY NAME (if applicable)]**
By: _____	By: _____
Name: STEVEN MONTGOMERY	Name: [NAME]
Title: CEO and Founder	Title: [TITLE]
Date: _____	Date: _____

EXHIBIT D

FINANCIAL STATEMENTS

That 1 Painter Franchising, LLC

(A Texas Limited Liability Company)

Financial Statements with Report of Independent Auditors
December 31, 2025, 2024 and 2023

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Report of Independent Auditors

To the Members of
That 1 Painter Franchising, LLC:

Opinion
We have audited the accompanying financial statements of That 1 Painter Franchising, LLC (the Company), a Texas limited liability company, which comprise the balance sheet as of December 31, 2025, December 31, 2024 and December 31, 2023, and the related statement of operations, changes in members' equity and cashflow for the year ended December 31, 2025, December 31, 2024 and December 31, 2023, 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 the Company as of December 31, 2025, December 31, 2024 and December 31, 2023, and the results of its operations and its cashflows for the year ended December 31, 2025, December 31, 2024 and December 31, 2023, 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 (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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 for one year after April 10, 2026.

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 and auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore not a guarantee that an audit conducted in accordance with GAAS 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 GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- 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 audits in order to design audit procedures that are appropriate in the circumstance, 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 audits, significant audit findings, and certain internal control-related matters that we identified during the audits.

DA Advisory Group PLLC

Troy, MI
April 10, 2026

That 1 Painter Franchising, LLC
BALANCE SHEETS
December 31, 2025, 2024, and 2023

	2025	2024	2023
ASSETS			
Current assets:			
Cash and cash equivalents	$ 252,688	$ 160,251	$ 1,470,964
Related party receivables	3,686,989	4,647,499	4,657,052
Deferred acquisition costs (current)	145,000	640,826	923,333
Accounts receivable	1,199,294	2,015,501	668,026
Prepaid and other current assets	624,776	63,334	9,305
Total current assets	5,908,747	7,527,411	7,728,680
Noncurrent assets:			
Security deposit	5,000	5,000	5,000
Deferred acquisition costs (long-term)	-	214,174	-
Capitalized finance costs	-	-	-
Total noncurrent assets	5,000	219,174	5,000
Total assets	$ 5,913,747	$ 7,746,585	$ 7,733,680
LIABILITIES AND MEMBERS' EQUITY			
Current liabilities:			
Accounts payable	$ 246,925	$ 482,184	$ 47,392
Deferred franchise fee revenue (current)	578,050	1,910,280	3,606,850
Related party payables	36,910	115,875	191,911
Accrued expense and other liabilities	156,170	244,763	140,872
Payable to lender (current)	-	-	-
Total current liabilities	1,018,055	2,753,102	3,987,025
Noncurrent liabilities:			
Deferred franchise fee revenue (long-term)	38,000	1,011,130	204,000
Payable to lender	-	-	-
Total noncurrent liabilities	38,000	1,011,130	204,000
Total liabilities	1,056,055	3,764,232	4,191,025
Members' equity (deficit)	4,857,691	3,982,353	3,542,655
Total liabilities and members' equity (deficit)	$ 5,913,747	$ 7,746,585	$ 7,733,680

see accompanying notes

That 1 Painter Franchising, LLC
STATEMENTS OF OPERATIONS
For the Years Ended December 31, 2025, 2024, and 2023

	2025	2024	2023
REVENUE			
Franchise fees	$ 3,414,660	$ 7,690,367	$ 3,192,450
Royalty fees	3,720,718	2,179,237	1,298,299
Marketing development fee	85,000	-	583,125
Brand fees	1,205,195	-	432,768
Advertising management revenue	-	-	292,307
Convention revenues	-	-	222,172
Appointment center fees	-	-	215,350
Technology fee	-	-	145,410
Other franchise-related revenues	1,327,456	553,510	165,008
Total revenue	9,753,029	10,423,114	6,532,279
OPERATING EXPENSES			
Selling and administrative expenses	8,874,949	10,153,007	2,751,442
OTHER INCOME			
Other income	538	8,300	14,610
Net other income	538	8,300	14,610
Net income	$ 878,618	$ 278,407	$ 3,795,447

see accompanying notes

That 1 Painter Franchising, LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
For the Years Ended December 31, 2025, 2024, and 2023

	Total Members' Equity
BALANCE, DECEMBER 31, 2022	$ (164,543)
Capital contributions	19,000
Capital distributions	(107,250)
Net income	3,795,447
BALANCE, DECEMBER 31, 2023	$ 3,542,655
Capital contributions	171,290
Capital distributions	(10,000)
Net income	278,407
BALANCE, DECEMBER 31, 2024	$ 3,982,353
Capital contributions	15,200
Capital distributions	(18,480)
Net income	878,618
BALANCE, DECEMBER 31, 2025	$ 4,857,691

see accompanying notes

That 1 Painter Franchising, LLC
STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2025, 2024, and 2023

	2025	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES			
Net income (loss)	$ 878,618	$ 278,407	$ 3,795,447
Change in:			
Accounts receivable	816,207	(1,347,475)	(178,239)
Due from / to related parties	881,545	(66,483)	(4,359,941)
Increase in loan fees	-	-	79,435
Change in prepaid / other current assets	(561,442)	(54,029)	(9,305)
Deferred commissions	710,000	68,333	(923,333)
Accounts payable and other current liabilities	(323,852)	538,683	139,166
Deferred franchise revenue	(2,305,360)	(889,440)	3,185,850
Net cash (used in) provided by operating activities	95,717	(1,472,003)	1,729,080
CASH FLOWS FROM INVESTING ACTIVITIES			
Purchases of property and equipment	-	-	-
Net cash (used in) provided by investing activities	-	-	-
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds / (payments) on note payable	-	-	(263,294)
Member capital contributions	15,200	171,290	19,000
Member capital distributions	(18,480)	(10,000)	(107,250)
Net cash (used in) provided by financing activities	(3,280)	161,290	(351,544)
Net change in cash and cash equivalents	$ 92,437	$ (1,310,713)	$ 1,377,536
Cash and cash equivalents at beginning of year	160,251	1,470,964	93,429
Cash and cash equivalents at end of year	$ 252,688	$ 160,251	$ 1,470,964
Total cash and cash equivalents	$ 252,688	$ 160,251	$ 1,470,964

see accompanying notes

1. Organization

That 1 Painter Franchising LLC ("the Company"), a Texas limited liability company, was formed November 18, 2020, to grant the rights to own and to operate a That 1 Painter franchised business providing cosmetic painting and rehabilitation services. The Company was not funded until 2021. The Company shall grant each franchisee a transferable right and license to use the "System," which consists of methods, procedures, equipment, designs, layouts, standards, specifications, and marks developed by the Company and to provide approved services in accordance with the System. The Company is owned by individual members ("Members").

For the years ended December 31, 2025, 2024 and 2023, total capital contributions were $15,200, $171,290, and $19,000, respectively. For the years ended December 31, 2025, 2024, and 2023, total capital distributions were $18,480, $10,000, and $107,250, respectively.

Below is the summary of agreements during the years ended December 31, 2025, 2024 and 2023:

	2025	2024	2023
Franchises sold	37	170	191
Franchises purchased	2	1	7
Franchised outlets in operation	314	271	62
Franchised outlets not yet open	87	117	171
Franchisor-owned outlets in operation	8	6	12
Affilitated by common ownership outlets in operation	-	-	-
Terminated outlets	33	1	-

2. Summary of significant accounting policies and nature of operations

Basis of accounting
The Company prepares its financial statements on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America.

Estimates
The preparation of financial statements in accordance 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.

Cash and cash equivalents
Cash and cash equivalents include all cash balances on deposit with financial institutions and highly liquid investments with a maturity of three months or less at the date of acquisition.

2. Summary of significant accounting policies and nature of operations (continued)

The Company maintains its cash in bank deposit accounts which, could exceed federally insured limits. The Company has not experienced an instance where cash held in the account exceeded insured limits since their inception and have not had losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents.

Concentration of credit risk

The Company is subject to credit risk related to amounts due from franchisees. The financial condition of the franchisees is largely dependent upon the underlying business trends of the brands and market conditions within the industries represented. The concentration of risk is mitigated by the number of franchisees and the short-term nature of the receivables from the franchisees.

Accounts receivable

Accounts receivable arise in the normal course of business through franchise sales and royalties earned. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing.

Management evaluates individual customers' receivables considering their financial condition, credit history and current economic conditions. Accounts receivable had a balance of $1,199,294, $2,015,501, and $668,026 as of December 31, 2025, 2024 and 2023, respectively.

Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts however, the effect of using the direct write-off method for the Company is not materially different from the results that would be obtained under the allowance method.

Accounts receivable are written off if deemed uncollectible and recoveries of accounts receivable previously written off are recorded as income when received. The Company recognized $186,485, $119,543, and $59,503 of bad debt expense for the years ended December 31, 2025, 2024 and 2023, respectively.

Royalties and franchise fees receivable

Management considers receivables to be fully collectible. If amounts become uncollectible, they are charged to operations in the period in which that determination is made. Accounting principles generally accepted in the United States of America require that the allowance method be used to recognize bad debts however, the effect of using the direct write-off method for the Company is not materially different from the results that would be obtained under the allowance method.

2. Summary of significant accounting policies and nature of operations (continued)

Revenue recognition

Operating income consists of franchise sales to customers in addition to revenues earned by the Company from sales of marketing materials and other related services from each franchisee.

For franchise revenues, the Company has obligations to provide franchisees with the franchise rights to open a business within the franchise system, provide training, and assist with site selection. The Company's revenue recognition policies for franchise fees are in compliance with accounting standards ASC Topic 606, Revenue from Contracts with Customers. In 2020, the Financial Accounting Standards Board (FASB) issued an Accounting Standards Update (ASU), Franchisors-Revenue from Contracts with Customers (Subtopic 952-606) Practical Expedient. The expedient has allowed franchisors that are not public business entities to account for pre-opening activities as a single performance obligation. The Company has concluded that these preopening activities represent performance obligations to which the franchise fee is allocated.

Therefore, initial franchise fees for each agreement are allocated to the Company's performance obligation and recognized as these preopening activities are performed, which typically aligns with the date a franchisee opens.

As of December 31, 2025, 2024 and 2023, total deferred franchise fee revenue was $616,050, $2,921,410, and $3,810,850, respectively.

The Company also collects royalty fees, brand fees, and appointment center revenue, which are all based on a percentage of gross revenues of each franchisee. The Company also provides other miscellaneous services which are billed separately to franchisees.

Incremental costs of obtaining a contract

The Company capitalizes direct and incremental costs, principally consisting of commissions, associated with the sale of franchises which are amortized over the term of the franchise agreements. In the case of costs paid, for which no signed franchise agreement has been signed, these costs are deferred until the signed franchise agreement is received.

Fair value of financial instruments

The Fair Value Measurements and Disclosure Topic of the FASB Accounting Codification establishes a framework for measuring fair value that is based on the inputs market participants use to determine fair value of an asset or liability and establishes a fair value hierarchy to prioritize those inputs.

2. Summary of significant accounting policies and nature of operations (continued)

The accounting guidance describes a hierarchy of three levels of input that may be used to measure fair value:

Level 1 Inputs based on quote prices in active markets for identical assets and liabilities.
Level 2 Inputs other than Level 1 quoted prices, such as quoted prices for similar assets and liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the asset or liability.
Level 3 Unobservable inputs based on little market or no market activity and which are significant to the fair value of the assets and liabilities.

The Company's material financial instruments consist of primarily cash and cash equivalents, accounts and notes receivable, and accounts payable and accrued expenses. The fair values of cash, accounts and notes receivable, accounts payable and accrued expenses are equal to their carrying values based on their liquidity. The fair value measurement of these assets is categorized as Level 1.

Disaggregation of revenues

The Company disaggregates revenue from contracts with customers by the timing of revenue recognition by type of revenues, as it believes this best depicts how nature, amount, timing, and uncertainty of revenue and cash flows are affected by economic factors.

Revenues by timing of recognition were as follows:

	2025	2024	2023
Point in time:			
Royalties, marketing and other revenue	$ 6,338,369	$ 2,732,747	$ 3,339,829
Franchise fees	3,414,660	7,690,367	3,192,450
Total point in time	9,753,029	10,423,114	6,532,279
Over time:			
Royalties, marketing and other revenue	-	-	-
Franchise fees	-	-	-
Total over time	-	-	-
Total revenue	$ 9,753,029	$ 10,423,114	$ 6,532,279

2. Summary of significant accounting policies and nature of operations (continued)

Contract balances

The Company recorded an asset for acquisition costs incurred to obtain franchise agreements and a liability for unearned revenue associated with the performance obligation of the Company's franchise agreements.

A summary of acquisition costs incurred to obtain franchisees as of December 31, 2025, 2024, and 2023 and are as follows:

	2025	2024	2023
Deferred acquisition costs - beginning	$ 855,000	$ 923,333	$ -
Additional costs incurred	612,567	2,934,380	2,177,297
Deferred acquisition costs recognized	(1,322,567)	(3,002,713)	(1,253,964)
Deferred acquisition costs - ending	$ 145,000	$ 855,000	$ 923,333

A summary of deferred franchise revenue as of December 31, 2025, 2024 and 2023 is as follows:

	2025	2024	2023
Deferred revenue - beginning	$ 2,921,410	$ 3,815,850	$ 625,000
Additions for initial franchise fees received	1,109,300	6,795,927	6,378,300
Revenue recognized during the year	(3,414,660)	(7,690,367)	(3,192,450)
Deferred revenues - ending	$ 616,050	$ 2,921,410	$ 3,810,850

Income taxes

Income taxes on Company income are levied on the Members at the individual level. Accordingly, all profits and losses of the Company are recognized by each Member on their respective tax return.

Advertising

Advertising costs are expensed as incurred. For the year ended December 31, 2025, 2024 and 2023, the Company incurred $83,930, $32,857, and $90,651, respectively in advertising costs.

3. Related party advances

In the years presented in the financial statements, the Company has paid certain expenses of or transferred money to related-party entities in addition to related-party entities having incurred costs on behalf of or transferred money to the Company. The transactions have resulted in related receivables from and payables to the related parties. The Company had a total balance due from related parties of $3,686,989, $4,647,499, and $4,657,052 as of December 31, 2025, 2024 and 2023, respectively. Additionally, the Company had a total balance payable to related parties of $36,910, $115,875, and $191,911 as of December 31, 2025, 2024 and 2023, respectively. The related-party advances bear no interest and have no due date.

The Company also engages in trade activities with related parties. Within trade accounts payable, the Company has a $151,678 balance owed to a related entity as of December 31, 2025.

Lastly, the Company engages a related entity to provide services mainly surrounding shared administrative costs. The total expenses in the years ended December 31, 2025, 2024, and 2023 were $3,376,245, $4,005,796, and $0, respectively.

4. Subsequent events

Subsequent events have been evaluated through April 10, 2026, which is the date the financial statements were available to be issued. No significant events or transactions were identified that would require adjustment to the financial statements or disclosure.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESS HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

That 1 Painter Franchising LLC
Balance Sheet
End of Feb 2026

Financial Row	Amount
ASSETS	
Current Assets	
Total Bank	$663,259.87
Total Accounts Receivable	$2,039,359.65
Total Other Current Asset	$217,287.27
Total Current Assets	**$2,919,906.79**
Total Other Assets	**$5,000.00**
Total ASSETS	**$2,924,906.79**
Liabilities & Equity	
Current Liabilities	
Total Accounts Payable	$529,046.83
Total Other Current Liability	($2,043,188.75)
Total Current Liabilities	**($1,514,141.92)**
Equity	
Retained Earnings	$5,020,412.09
Net Income	($418,641.85)
Total Equity	**$4,439,048.71**
Total Liabilities & Equity	**$2,924,906.79**

That 1 Painter Franchising LLC
Income Statement
Jan 2026, Feb 2026

Financial Row	Amount
Ordinary Income/Expense	
Income	
40260 - Franchise Fee Income	$34,000.00
Total - Income	**$34,000.00**
Gross Profit	**$34,000.00**
Expense	
60020 - Broker Fee	$10,000.00
60720 - Dues & Subscriptions	$8,188.00
61440 - FSO Fee Expense	$13,533.00
62020 - Payroll - Staff Commission	$4,490.00
62030 - Payroll - Taxes	$96.03
Total - Expense	**$36,307.03**
Net Ordinary Income	**($2,307.03)**
Net Income	**($2,307.03)**

EXHIBIT E

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EXHIBIT F

FRANCHISED OUTLETS

(as of December 31, 2025)

Franchisees:

Name	Address	Phone Number	City/State	Zip Code	Territory
Anthony Willm*	4216 East Via Dona Road	(602) 318-1666	Cave Creek, AZ	85331	Goodyear
Anthony Willm*	4216 East Via Dona Road	(602) 318-1666	Cave Creek, AZ	85331	Northern Phoenix Metro
Anthony Willm*	4216 East Via Dona Road	(602) 318-1666	Cave Creek, AZ	85331	NW Phoenix Metro
Anthony Willm*	4216 East Via Dona Road	(602) 318-1666	Cave Creek, AZ	85331	Goodyear-Tolleson
Anthony Willm*	4216 East Via Dona Road	(602) 318-1666	Cave Creek, AZ	85331	Surprise-Sun City
Anthony Willm*	4216 East Via Dona Road	(602) 318-1666	Cave Creek, AZ	85331	Marana
Anthony Willm*	4216 East Via Dona Road	(602) 318-1666	Cave Creek, AZ	85331	East Tucson
Greg Tomita*	3101 North Central Avenue, Suite 183 #3927	(650) 224-6918	Phoenix, AZ	85012	Scottsdale
Greg Tomita*	3101 North Central Avenue, Suite 183 #3927	(650) 224-6918	Phoenix, AZ	85012	Mesa
Greg Tomita*	3101 North Central Avenue, Suite 183 #3927	(650) 224-6918	Phoenix, AZ	85012	Tempe
Tim Harding Stephanie Harding*	5019 East Columbine Drive	(949) 400-0830 (949) 943-7778	Scottsdale, AZ	85254	South Phoenix
Tim Harding Stephanie Harding*	5019 East Columbine Drive	(949) 400-0830 (949) 943-7778	Scottsdale, AZ	85254	North Scottsdale
Tim Harding Stephanie Harding*	5019 East Columbine Drive	(949) 400-0830 (949) 943-7778	Scottsdale, AZ	85254	North Phoenix
Tim Harding Stephanie Harding*	5019 East Columbine Drive	(949) 400-0830 (949) 943-7778	Scottsdale, AZ	85254	Central Phoenix
Dylan Walker*	608 Parkview St.	(903) 736-8398	Kilgore, TX	75662	Texarkana
Jennifer Poole*	2 Cheddar Cir.	(479) 506-9350	Bella Vista, AR	72715	Bentonville
Jennifer Poole*	2 Cheddar Cir.	(479) 506-9350	Bella Vista, AR	72715	Fayetteville
Aakash Parmar*	17944 Pokeroot Lane	(909) 771-0813	San Bernardino, CA	92407	Fontana
Aakash Parmar*	17944 Pokeroot Lane	(909) 771-0813	San Bernardino, CA	92407	Ontario

Amber Omran	251 S. Glenview Pl.	(949) 500-5307	Orange, CA	92868	East Orange County
Lorene Richardson*	33234 Valalla Lane	(909) 406-0562	Mentone, CA	92359	Riverside
Lorene Richardson*	33234 Valalla Lane	(909) 406-0562	Mentone, CA	92359	North Ontario
Tommy Lane*	9478 Sidesaddle Dr.	(916) 955-2728	Wilton, CA	95693	SE Sacramento
Tommy Lane*	9478 Sidesaddle Dr.	(916) 955-2728	Wilton, CA	95693	East Sacramento
Tommy Lane*	9478 Sidesaddle Dr.	(916) 955-2728	Wilton, CA	95693	NE Sacramento
Tommy Lane*	9478 Sidesaddle Dr.	(916) 955-2728	Wilton, CA	95693	Central Sacramento
Andrew Yoder*	11361 West Berry Ave.	(303) 921-5833	Littleton, CO	80127	Fort Collins
Andrew Yoder*	11361 West Berry Ave.	(303) 921-5833	Littleton, CO	80127	South Fort Collins
Andrew Yoder*	11361 West Berry Ave.	(303) 921-5833	Littleton, CO	80127	East Fort Collins
Eric Johnson*	2644 E 137th Pl	(602) 697-0934	Thronton, CO	80602	NW Denver
Eric Johnson*	2644 E 137th Pl	(602) 697-0934	Thronton, CO	80602	Thornton
Eric Johnson*	2644 E 137th Pl	(602) 697-0934	Thronton, CO	80602	Del Camino
Eric Johnson*	2644 E 137th Pl	(602) 697-0934	Thronton, CO	80602	Lakewood
Eric Johnson*	2644 E 137th Pl	(602) 697-0934	Thronton, CO	80602	Littleton
Irene Middendorf*	8004 E 31St Ave	(513) 375-2127	Denver, CO	80238	Aurora
Irene Middendorf*	8004 E 31St Ave	(513) 375-2127	Denver, CO	80238	East Denver
Nicolas Gamarra*	6780 W 60th Av Unit C1	(512) 925-7808	Arvada, CO	80003	Centennial
Nicolas Gamarra*	6780 W 60th Av Unit C1	(512) 925-7808	Arvada, CO	80003	South Central Denver
Nicolas Gamarra*	6780 W 60th Av Unit C1	(512) 925-7808	Arvada, CO	80003	North Central Denver
Peter Johnson	1540 Zamia Ave #101	(303) 589-1882	Boulder, CO	80304	Boulder CO
Tam Tran*	205 Sedona Dr.	(719) 491-7031	Colorado Springs, CO	80921	Colorado Springs
Tam Tran*	205 Sedona Dr.	(719) 491-7031	Colorado Springs, CO	80921	South Colorado Springs
Tam Tran*	205 Sedona Dr.	(719) 491-7031	Colorado Springs, CO	80921	North Colorado Springs
Tam Tran*	205 Sedona Dr.	(719) 491-7031	Colorado Springs, CO	80921	Castle Rock
Andrew Michella and Jake Slender*	2198 Greenville Turnpike	(845) 820-1017	Prot Jervis, NY	12771	Stamford

Kevin Worthington	14 Hockanum Glen Rd.	(203) 641-6061	Beacon Falls, CT	6403	Milford
Andrew Pudimott*	742 Dexter Corner Rd.	(302) 332-8960	Townsend, DE	19734	Wilmington
Andrew Pudimott*	742 Dexter Corner Rd.	(302) 332-8960	Townsend, DE	33411	Newark
Andrew Pudimott*	742 Dexter Corner Rd.	(302) 332-8960	Townsend, DE	19734	Dover
Andrew & Janet Renee	142 Kings Wy	(917) 683-3436	Royal Palm Beach, FL	33411	Boca Raton
Brandon Klosterman*	27225 Rio Vista Circle	(239) 284-6265	Bonita Springs, FL	34135	Bonita Springs
Bryan Hubbard	28940 Versol Dr.	(303) 261-2043	Bonita Springs, FL	34135	Naples
Daniel Valencia*	601 Brickell Key Dr. Ste 700	(305) 331-6991	Miami, FL	33131	North Miami
Daniel Valencia*	601 Brickell Key Dr. Ste 700	(305) 331-6991	Miami, FL	33131	Miami Beach
Davis Hasenour Michelle Mason*	410 Southware Blvd. Suite 800	(407) 335-9378	Tampa, FL	33619	Bradenton
Davis Hasenour Michelle Mason*	410 Southware Blvd. Suite 800	(407) 335-9378	Tampa, FL	33619	Central Tampa
Davis Hasenour Michelle Mason*	410 Southware Blvd. Suite 800	(407) 335-9378	Tampa, FL	33619	St. Petersburg
Davis Hasenour Michelle Mason*	410 Southware Blvd. Suite 800	(407) 335-9378	Tampa, FL	33619	Riverview
Davis Hasenour Michelle Mason*	410 Southware Blvd. Suite 800	(407) 335-9378	Tampa, FL	33619	Brandon- Plant City
Davis Hasenour Michelle Mason*	410 Southware Blvd. Suite 800	(407) 335-9378	Tampa, FL	33619	Wesley Chapel
Davis Hasenour Michelle Mason*	410 Southware Blvd. Suite 800	(407) 335-9378	Tampa, FL	33619	Venice

Filipe Polcaro*	7901 Kingspointe Pkwy Ste 17	(689) 213-2187	Orlando, FL	32819	Kissimmee
Filipe Polcaro*	7901 Kingspointe Pkwy Ste 17	(689) 213-2187	Orlando, FL	32819	Eastlake - South Orlando
Gina Schlicksup*	567 Cloisterbane Dr.	(904) 495-1373	St Johns, FL	32259	West Jacksonville
Gina Schlicksup*	567 Cloisterbane Dr.	(904) 495-1373	St Johns, FL	32259	East Jacksonville
Gina Schlicksup*	567 Cloisterbane Dr.	(904) 495-1373	St Johns, FL	32259	Atlantic Beach
Gina Schlicksup*	567 Cloisterbane Dr.	(904) 495-1373	St Johns, FL	32259	Green Cove
John Baldwin*	8544 Doverbrook Dr.	(561) 676-5350	Palm Beach Garderns, FL	33410	Port Pierce
John Baldwin*	8544 Doverbrook Dr.	(561) 676-5350	Palm Beach Garderns, FL	33410	Stuart
John Baldwin*	8544 Doverbrook Dr.	(561) 676-5350	Palm Beach Garderns, FL	33410	Jupiter
John Baldwin*	8544 Doverbrook Dr.	(561) 676-5350	Palm Beach Garderns, FL	33410	Boynton
John Baldwin*	8544 Doverbrook Dr.	(561) 676-5350	Palm Beach Garderns, FL	33410	West Palm Beach
John Baldwin*	8544 Doverbrook Dr.	(561) 676-5350	Palm Beach Garderns, FL	33410	Lake Worth
John Baldwin*	8544 Doverbrook Dr.	(561) 676-5350	Palm Beach Garderns, FL	33410	Wellington
Leslie Clinard Curtis Clinard	10649 NE 13th Ave., #69	(253) 579-3469	Portland, OR	97211	Sarasota
Michael Bolster Jessie Bolster*	1042 NE Oak Hill Rd.	(717) 448-3085	Pinetta, FL	32350	Tallahasee FL
Michael Bolster Jessie Bolster*	1042 NE Oak Hill Rd.	(717) 448-3085	Pinetta, FL	32350	Gainesville
Anson Fain	395 Americana Dr.	(918) 507-2708	Raeford, NC	28376	Thomson
James Marks*	3515 Lake Breeze Ln.	(770) 376-0991	Gainesville, GA	30506	Buford
James Marks*	3515 Lake Breeze Ln.	(770) 376-0991	Gainesville, GA	30506	Cumming
James Marks*	3515 Lake Breeze Ln.	(770) 376-0991	Gainesville, GA	30506	Gainesville
Michael Bolster Jessie Bolster*	1042 NE Oak Hill Rd.	(717) 448-3085	Pinetta, FL	32350	Valdosta GA
Mike Sage*	370 Thrasher Street Unit 1	(678) 614-7701	Norcross, GA	30071	Alpharetta
Mike Sage*	370 Thrasher Street Unit 1	(678) 614-7701	Norcross, GA	30071	Embry Hills
Ruth Brinton*	3603 E Kings Gate Dr	(208) 484-0165	Nampa, ID	83687	Napa

Ruth Brinton*	3603 E Kings Gate Dr	(208) 484-0165	Nampa, ID	83687	Boise
Leilanie Vongdara*	9724 S Karlov, Unit 207	(630) 439-7172	Oak Lawn, IL	60453	Elgin
Leilanie Vongdara*	9724 S Karlov, Unit 207	(630) 439-7172	Oak Lawn, IL	60453	Naperville
Leilanie Vongdara*	9724 S Karlov, Unit 207	(630) 439-7172	Oak Lawn, IL	60453	Wheaton
Justin Stecz*	15733 Durham Way	(574) 325-2788	Granger, IN	46530	South Bend
Justin Stecz*	15733 Durham Way	(574) 325-2788	Granger, IN	46530	West South Bend
Justin Stecz*	15733 Durham Way	(574) 325-2788	Granger, IN	46530	Goshen
Justin Stecz*	15733 Durham Way	(574) 325-2788	Granger, IN	46530	Valparaiso
Elliott Schwind Jamie Schwind	2909 E. 45th Ct.	(563) 484-9025	Davenport, IA	52807	Davenport-Quad Cities
Samantha Hillier*	3106 149th St.	(515) 723-3060	Urbandale, IA	50323	North Des Moines
Samantha Hillier*	3106 149th St.	(515) 723-3060	Urbandale, IA	50323	Northwest Des Moines
Samantha Hillier*	3106 149th St.	(515) 723-3060	Urbandale, IA	50323	Des Moines
Geovanny Parra*	5404 Chadwick	(816) 646-3191	Fairway, KS	66205	Overland Park North
Geovanny Parra*	5404 Chadwick	(816) 646-3191	Fairway, KS	66205	Overland Park South
Geovanny Parra*	5404 Chadwick	(816) 646-3191	Fairway, KS	66205	Olathe
Geovanny Parra*	5404 Chadwick	(816) 646-3191	Fairway, KS	66205	Kansas City
Geovanny Parra*	5404 Chadwick	(816) 646-3191	Fairway, KS	66205	Lees Summit
Bradley Doster*	1581 Magnolia Ave	(407) 619-2842	Winter Part, FL	32789	East Louisville
Bradley Doster*	1581 Magnolia Ave	(407) 619-2842	Winter Part, FL	32789	Prospect
Bradley Doster*	1581 Magnolia Ave	(407) 619-2842	Winter Part, FL	32789	Lexington
John Brannen	7262 State Rd.	(513) 978-6611	Cincinnati, OH	45230	Florence KY
Adam Broussard*	1131 Terpsichore St.	(225) 772-4090	New Orleans, LA	70130	New Orleans
Adam Broussard*	1132 Terpsichore St.	(225) 772-4090	New Orleans, LA	70130	Kenner
Adam Broussard*	1133 Terpsichore St.	(225) 772-4090	New Orleans, LA	70130	Gretna
Dylan Walker*	608 Parkview St.	(903) 736-8398	Kilgore, TX	75662	Shreveport
Khoury Clark	530 Langford Dr.	(337) 563-6001	Sulphur, LA	70665	Lake Charles

Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Androscoggin County
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Cumberland County
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	York County
Chivonne Phillips*	7200 East Forest Rd.	(301) 541-6933	Landover, MD	20785	Hyattsville
Chivonne Phillips*	7200 East Forest Rd.	(301) 541-6933	Landover, MD	20785	Woodmore
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Lexington
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Essex-Rockport
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Needham-Norwood
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Boston
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Dorchester
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Foxborough
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Quincy
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Revere
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Salem
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Taunton
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Waltham

Adewunmi Adeyemo*	5450 Murray Ct.	(708) 446-4968	Waterford, MI	48327	Chase Farms
Adewunmi Adeyemo*	5450 Murray Ct.	(708) 446-4968	Waterford, MI	48327	Clawson
Adewunmi Adeyemo*	5450 Murray Ct.	(708) 446-4968	Waterford, MI	48327	Troy
Adewunmi Adeyemo*	5450 Murray Ct.	(708) 446-4968	Waterford, MI	48327	Rochester
Adewunmi Adeyemo*	5450 Murray Ct.	(708) 446-4968	Waterford, MI	48327	Gross Pointe
Steven Kane*	3418 Jules Lillian Dr. NE	(616) 450-4140	Grand Rapids, MI	49525	Southeast Grand Rapids
Steven Kane*	3418 Jules Lillian Dr. NE	(616) 450-4140	Grand Rapids, MI	49525	North Grand Rapids
Steven Kane*	3418 Jules Lillian Dr. NE	(616) 450-4140	Grand Rapids, MI	49525	West Grand Rapids
Steven Kane*	3418 Jules Lillian Dr. NE	(616) 450-4140	Grand Rapids, MI	49525	Hudsonville
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	Blaine
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	North Minneapolis
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	Bloomington
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	Maple Grove
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	SouthWest Minneapolis
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	West Minneapolis
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	White Bear Lake
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	Woodbury
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	Lakeville
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	South St. Paul
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	Hastings
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	East Minneapolis
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	St Cloud
Mike Kelley*	3471 Wildflower Rd.	(320) 492-1873	St. Cloud, MN	56301	Central Minneapolis
Geovanny Parra-Lugo Kathleen Jane Parra*	5404 Chadwick Rd.	(816) 646-3191	Fairway, KS	66205	Kansas City
Geovanny Parra-Lugo Kathleen Jane Parra*	5404 Chadwick Rd.	(816) 646-3191	Fairway, KS	66205	Lees Summit

Matt Conley Bill Corriston*	4408 N 208St.	(207) 852-2244	Elkhorn, NE	68022	West Omaha
Matt Conley Bill Corriston*	4408 N 208St.	(207) 852-2244	Elkhorn, NE	68022	South Omaha
Matt Conley Bill Corriston*	4408 N 208St.	(207) 852-2244	Elkhorn, NE	68022	Central Omaha
Matt Conley Bill Corriston*	4408 N 208St.	(207) 852-2244	Elkhorn, NE	68022	North Omaha
Matt Conley Bill Corriston*	4408 N 208St.	(207) 852-2244	Elkhorn, NE	68022	Lincoln
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Merrimack
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Rockingham
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Hillsborough County
Anthony Arsenault Sue Arsenault*	60 Dusty Rhoades Lane	(207) 809-9469 (207) 210-2835	Yamouth, ME	4096	Strafford County
Andrew Michella Jake Slender*	2198 Greenville Turnpike	(845) 820-1017	Port Jervis, NY	12771	Blairstown
Andrew Michella Jake Slender*	2198 Greenville Turnpike	(845) 820-1017	Port Jervis, NY	12771	Mahwah
Andrew Michella Jake Slender*	2198 Greenville Turnpike	(845) 820-1017	Port Jervis, NY	12771	Paramus
Andrew Michella Jake Slender*	2198 Greenville Turnpike	(845) 820-1017	Port Jervis, NY	12771	East Rutherford-Edgewater
Andrew Michella Jake Slender*	2198 Greenville Turnpike	(845) 820-1017	Port Jervis, NY	12771	Wayne
Andrew Michella Jake Slender*	2198 Greenville Turnpike	(845) 820-1017	Port Jervis, NY	12771	Garfield
David Ved Amit Datwani Sumeet Datwani*	164B Parsippany Road, Parsippany	(646) 283-0646	New Jersey, NJ	07054	Hillsborough
David Ved Amit Datwani	164B Parsippany Road, Parsippany	(646) 283-0646	New Jersey, NJ	07054	Freehold

Sumeet Datwani*					
David Ved Amit Datwani Sumeet Datwani*	164B Parsippany Road, Parsippany	(646) 283-0646	New Jersey, NJ	07054	Brunswick - Old Bridge
David Ved Amit Datwani Sumeet Datwani*	164B Parsippany Road, Parsippany	(646) 283-0646	New Jersey, NJ	07054	Toms River
David Ved Amit Datwani Sumeet Datwani*	164B Parsippany Road, Parsippany	(646) 283-0646	New Jersey, NJ	07054	Red Bank
Jack Wert	1722 Ridgeway Road	(484) 802-4048	Havertown, PA	19083	Cherry Hill
Jeff Plotkin*	7 Camel Court	(973) 577-5981	Old Bridge, NJ	8857	Essex
Jeff Plotkin*	7 Camel Court	(973) 577-5981	Old Bridge, NJ	8857	Parsippany Troy Hills
Jeff Plotkin*	7 Camel Court	(973) 577-5981	Old Bridge, NJ	8857	Plainfield, NJ
Jeff Plotkin*	7 Camel Court	(973) 577-5981	Old Bridge, NJ	8857	Morris Plains, NJ
Andrew Michella Jake Slender*	2198 Greenville Turnpike 837 Timber Ridge CT.	(845) 820-1017	Port Jervis, NY Neptune, NJ	12771 07753	North Yonkers
Andrew Michella Jake Slender*	2198 Greenville Turnpike 837 Timber Ridge CT.	(845) 820-1017	Port Jervis, NY Neptune, NJ	12771 07753	White Plains
Deon Shearn*	4154 Davis Meadow St	(919) 236-7333	Raleigh, NC	27616	West Raleigh
Deon Shearn*	4154 Davis Meadow St	(919) 236-7333	Raleigh, NC	27616	North Raleigh
Edsel Vierra Kristine Vierra*	16768 Crosshaven Dr.	(619) 370-9052	Charlotte, NC	28278	Lake Norman
Edsel Vierra Kristine Vierra*	16768 Crosshaven Dr.	(619) 370-9052	Charlotte, NC	28278	Huntersville
Edsel Vierra Kristine Vierra*	16768 Crosshaven Dr.	(619) 370-9052	Charlotte, NC	28278	Hickory
John Lytton Stephen Lytton*	5311 Robinhood Rd.	(843) 364-2798	Charlotte, NC	28211	Gastonia
John Lytton Stephen Lytton*	5311 Robinhood Rd.	(843) 364-2798	Charlotte, NC	28211	North Charlotte
John Lytton Stephen Lytton*	5311 Robinhood Rd.	(843) 364-2798	Charlotte, NC	28211	South Charlotte

Jonathan Wortman Erin Wortman*	2606 Greenmarket Drive	(704) 615-5937	Charlotte, NC	282178	Central Charlotte
Paresh Changela*	412 Holsten Bank Way	N/A	Cary, NC	27519	Durham
Paresh Changela*	412 Holsten Bank Way	N/A	Cary, NC	27519	Mebane
Paresh Changela*	412 Holsten Bank Way	N/A	Cary, NC	27519	South Raleigh
Paresh Changela*	412 Holsten Bank Way	N/A	Cary, NC	27519	East Raleigh
Stephen Denmark*	12311 Pine Valley Club Dr	(252) 521-9180	Charlotte, NC	28277	South Charlotte-NC
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	Bedford, OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	Willoughby, OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	Canton OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	Lorain OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	North Medina OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	North Akron OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	Akron OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	Youngstown OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	Warren OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	Mentor-Ashtabula OH
Greg Dennison Brian Palmisano*	12141 Cora Ct.	(440) 478-2662	Concord TWP, OH	44077	Westwood-Wadsworth

John Brannen*	7262 State Rd.	(513) 978-6611	Cincinnati, OH	45230	Cincinnati OH
John Brannen*	7262 State Rd.	(513) 978-6611	Cincinnati, OH	45230	Mason OH
John Brannen*	7262 State Rd.	(513) 978-6611	Cincinnati, OH	45230	Batavia OH
John Brannen*	7262 State Rd.	(513) 978-6611	Cincinnati, OH	45230	Loveland OH
Joshua McGee Misty McGee	29815 East 154th St S	(918) 378-7703	Coweta, OK	74429	South Tulsa
Todd Truitt Cindy Truitt*	5331 Wateka Dr.	(817) 797-4939	Dallas, TX	75209	Norman OKC
Todd Truitt Cindy Truitt*	5331 Wateka Dr.	(817) 797-4939	Dallas, TX	75209	West OKC
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	Southeast Portland
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	Gresham
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	Oregon City
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	Salem
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	Eugene
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	Corvallis-Albany
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	SW Portland
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	N Portland
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	NW Portland
Rodney B. Ewing Jr.*	25362 High Pass Rd.	(925) 628-9647	Junction City, OR	97448	McMinnville
Brian Beers*	960 Rosewood Drive	(215) 847-2773	Blue Bell, PA	19422	Pottstown PA
Brian Beers*	960 Rosewood Drive	(215) 847-2773	Blue Bell, PA	19422	Easton PA
Brian Beers*	960 Rosewood Drive	(215) 847-2773	Blue Bell, PA	19422	Allentown PA
Brian Beers*	960 Rosewood Drive	(215) 847-2773	Blue Bell, PA	19422	Scranton PA
Brian Beers*	960 Rosewood Drive	(215) 847-2773	Blue Bell, PA	19422	Doylestown
Brian Beers*	960 Rosewood Drive	(215) 847-2773	Blue Bell, PA	19422	Feasterville PA
Brian Beers*	960 Rosewood Drive	(215) 847-2773	Blue Bell, PA	19422	Langhorne PA
Brian Beers*	960 Rosewood Drive	(215) 847-2773	Blue Bell, PA	19422	Philadelphia PA
James Rudicil*	8765 Tanglewood Trail	(330) 760-0280	Chagrin, OH	44023	Aliquippa

James Rudicil*	8765 Tanglewood Trail	(330) 760-0280	Chagrin, OH	44023	Northside Pittsburgh
James Rudicil*	8765 Tanglewood Trail	(330) 760-0280	Chagrin, OH	44023	West Pittsburgh
Mike Jewett Matthew Graff*	16220 Orchand View Ct.	(571) 238-8686	Gaithersburg, MD	20878	Germantown
Mike Schmidt*	3 Natures Crossing	(724) 953-9795	Enola, PA	17025	Harrisburg
Mike Schmidt*	3 Natures Crossing	(724) 953-9795	Enola, PA	17025	Camp Hill
Mike Schmidt*	3 Natures Crossing	(724) 953-9795	Enola, PA	17025	Lancaster
Mike Schmidt*	3 Natures Crossing	(724) 953-9795	Enola, PA	17025	York
Bo Evans	PSC 817 BOX 2823	(208) 220-9586	FPO Armed Forces, SC	9622	Lexington
Geoff Petis*	513 Summit Drive	(720) 470-3093	Greenville, SC	29609	Easley
Jonathan Wortman Erin Wortman*	2606 Greenmarket Drive	(704) 615-5937	Charlotte, NC	282178	West Rock Hill
Tyler Austin*	454 Parkdale Dr.	(843) 278-4661	Charleston, SC	29414	South West Charleston
Tyler Austin*	454 Parkdale Dr.	(843) 278-4661	Charleston, SC	29414	North Charleston
Adam Bumpus Caden Hill*	661 E 16th St 1014 Westland Creek Blvd	(423) 883-1272 (856) 936-7090	Chattanooga, TN Knoxville, TN	37408 37923	West Knoxville
Adam Bumpus Caden Hill*	661 E 16th St 1014 Westland Creek Blvd	(423) 883-1272 (856) 936-7090	Chattanooga, TN Knoxville, TN	37408 37923	South Knoxville
Adam Bumpus Caden Hill*	661 E 16th St 1014 Westland Creek Blvd	(423) 883-1272 (856) 936-7090	Chattanooga, TN Knoxville, TN	37408 37923	East Knoxville
John Skipworth*	3108 Lealand Ln. Unit A.	(615) 904-4153	Nashville, TN	37204	Nashville
John Skipworth*	3108 Lealand Ln. Unit A.	(615) 904-4153	Nashville, TN	37204	Southern Nashville Metro
John Skipworth*	3108 Lealand Ln. Unit A.	(615) 904-4153	Nashville, TN	37204	Brentwood TN
Manuel Calderon*	3332 Vintage Grove Pkwy	(817) 404-2475	Murfreesboro, TN	37130	East Nashville Metro
David Kim*	3620 Weston Manor Ln	(832) 439-2156	Houston, TX	77055	Beaumont
Lizbeth Espinoza*	1650 Paredes Line Rd. Ste. 101	(832) 806-3548	Brownsville, TX	78521	Bellaire
Maria Cruz Zarate Hugo Alvarez*	22126 Birch Valley Drive	(832) 431-2991	Katy, TX	77450	Central Houston
Joe Valdez Cristina Valdez*	101 Plantain Dr.	(210) 848-1171	Hutto, TX	78634	Central San Antonio
Cody Foster*	12441 Central Park Drive	(512) 203-3537	Austin, TX	78732	Conroe

Cody Foster*	12441 Central Park Drive	(512) 203-3537	Austin, TX	78732	Cypress
Allan Alarcon Alfonso Alarcon April Alarcon*	305 E Boyce St.	(512) 796-1393	Manor, TX	78653	Downtown Uptown Dallas
Allan Alarcon Alfonso Alarcon April Alarcon*	305 E Boyce St.	(512) 796-1393	Manor, TX	78653	East Plano
Todd Truitt Cindy Truitt*	5331 Wateka Dr.	(817) 797-4939	Dallas, TX	75209	El Paso
Allan Alarcon Yannet Cantu	1304 Delia Chapa Lane 203 Pinkerton Drive	(512) 228-2676	Hutto, TX Hutto, TX	78634 78634	Far East Austin
Josh Montana*	1612 Balmorhea Ln.	(210) 793-9651	Round Rock, TX	78664	Far North NW SA
Troy Francis*	8109 Firestone Dr	(682) 888-4726	Flower Mound, TX	75022	Flower Mound
Dillon Drysdale	1022 Texas Trail Apt. 3317	(479) 877-8374	Grapevine, TX	76051	Fort Worth
Allan Alarcon Alfonso Alarcon April Alarcon*	305 E Boyce St.	(512) 796-1393	Manor, TX	78653	Frisco
Yaneli Ortiz*	at 816 E Carthage St.	(254) 733-2621	Mexia, TX	76667	Galveston County
Michelle Soncio*	5562 Purple Meadow Ln.	(936) 204-3734	Fulshear, TX	77441	Garland
Allan Alarcon Alfonso Alarcon April Alarcon*	305 E Boyce St.	(512) 796-1393	Manor, TX	78653	Houston
Allan Alarcon Alfonso Alarcon April Alarcon*	305 E Boyce St.	(512) 796-1393	Manor, TX	78653	Jersey Village
Scott Lofgren Wendy Lofgren*	1915 Hill Forest Ct.	(281) 686-4499	Richmond, TX	77406	Katy
Troy Francis*	8109 Firestone Dr	(682) 888-4726	Flower Mound, TX	75022	Keller Southlake
Jonathan Robles*	18301 Catoctin Drive	(254) 408-1314	Pflugerville, TX	78660	Killeen
Cody Foster*	12441 Central Park Drive	(512) 203-3537	Austin, TX	78732	Louetta TX
Todd Truitt Cindy Truitt*	5331 Wateka Dr.	(817) 797-4939	Dallas, TX	75209	Lubbock
Allan Alarcon Alfonso Alarcon April Alarcon*	305 E Boyce St.	(512) 796-1393	Manor, TX	78653	Mckinney TX
Michelle Soncio*	5562 Purple Meadow Ln.	(936) 204-3734	Fulshear, TX	77441	Mesquite
Todd Truitt Cindy Truitt*	5331 Wateka Dr.	(817) 797-4939	Dallas, TX	75209	Midland - Odessa TX

Yaneli Ortiz*	at 816 E Carthage St.	(254) 733-2621	Mexia, TX	76667	Missouri City
David Kim*	3620 Weston Manor Ln	(832) 439-2156	Houston, TX	77055	Mont Belvieu
Josh Montana*	1612 Balmorhea Ln.	(210) 793-9651	Round Rock, TX	78664	NE San Antonio
German Hernandez	12800 Center Lake Dr #1035	(737) 895-4955	Austin, TX	78753	New Braunfels
Joe Valdez Cristina Valdez*	101 Plantain Dr.	(210) 848-1171	Hutto, TX	78634	North Central SA
Allan Alarcon Alfonso Alarcon April Alarcon*	305 E Boyce St.	(512) 796-1393	Manor, TX	78653	North Dallas
Charmaine Desai	6540 Falconer Dr. Unit 56	(682) 346-1187	Mississauga, ON	L5N1M-1	North Fort Worth
Allan Alarcon Alfonso Alarcon April Alarcon*	305 E Boyce St.	(512) 796-1393	Manor, TX	78653	North Houston
Lizbeth Espinoza*	1650 Paredes Line Rd. Ste. 101	(832) 806-3548	Brownsville, TX	78521	Pearland
Scott Lofgren Wendy Lofgren*	1915 Hill Forest Ct.	(281) 686-4499	Richmond, TX	77406	Richmond Rosenburg Texas
Maria Cruz Zarate Hugo Alvarez*	22126 Birch Valley Drive	(832) 431-2991	Katy, TX	77450	South Houston
Cody Foster*	12441 Central Park Drive	(512) 203-3537	Austin, TX	78732	Spring TX
Michelle Soncio*	5562 Purple Meadow Ln.	(936) 204-3734	Fulshear, TX	77441	Terrell
Dylan Walker*	608 Parkview St.	(903) 736-8398	Kilgore, TX	75662	Tyler-Longview
Jonathan Robles*	18301 Catoctin Drive	(254) 408-1314	Pflugerville, TX	78660	Waco
Allan Alarcon Alfonso Alarcon April Alarcon*	305 E Boyce St.	(512) 796-1393	Manor, TX	78653	West Houston-Hunters Creek
Joe Valdez Cristina Valdez*	101 Plantain Dr.	(210) 848-1171	Hutto, TX	78634	West San Antonio
Cody Foster*	12441 Central Park Drive	(512) 203-3537	Austin, TX	78732	Woodlands TX
Jeremy Taylor*	8429 51St CT NW	(909) 821-3754	Gig Harbor, WA	98335	East Salt Lake
Jeremy Taylor*	8429 51St CT NW	(909) 821-3754	Gig Harbor, WA	98335	SE Salt Lake
Jeremy Taylor*	8429 51St CT NW	(909) 821-3754	Gig Harbor, WA	98335	Provo
Jeremy Taylor*	8429 51St CT NW	(909) 821-3754	Gig Harbor, WA	98335	NW Salt Lake

Jeremy Taylor*	8429 51St CT NW	(909) 821-3754	Gig Harbor, WA	98335	North Salt Lake
Carmen Racciatti	3243 Leighton Blvd.	(832) 948-5359	Toano, VA	23168	Kilmarnock
Chris & Tara Luksa*	9675 Selena Beech Ln.	(206) 446-6886	Ashland, VA	23005	Chester
Chris & Tara Luksa*	9675 Selena Beech Ln.	(206) 446-6886	Ashland, VA	23005	East Richmond
Chris & Tara Luksa*	9675 Selena Beech Ln.	(206) 446-6886	Ashland, VA	23005	West Richmond
JT Lee*	25921 Royston Pass Cir.	(703) 863-1558	Aldie, VA	20105	Woodbridge
JT Lee*	25921 Royston Pass Cir.	(703) 863-1558	Aldie, VA	20105	Manassas
JT Lee*	25921 Royston Pass Cir.	(703) 863-1558	Aldie, VA	20105	Burke
JT Lee*	25921 Royston Pass Cir.	(703) 863-1558	Aldie, VA	20105	Springfield
Melissa Riley Mitchel Edwards*	8101 Willingboro Court	(703) 512-6627	Gainesville, VA	20155	Alexandria
Melissa Riley Mitchel Edwards*	8101 Willingboro Court	(703) 512-6627	Gainesville, VA	20155	Loudoun County
Melissa Riley Mitchel Edwards*	8101 Willingboro Court	(703) 512-6627	Gainesville, VA	20155	Fairfax
Melissa Riley Mitchel Edwards*	8101 Willingboro Court	(703) 512-6627	Gainesville, VA	20155	McLean/Falls Church
Melissa Riley Mitchel Edwards*	8101 Willingboro Court	(703) 512-6627	Gainesville, VA	20155	Arlington
Troy Clark	2400 Old Brick Rd.	(804) 999-5919	Glen Allen, VA	23060	Glen Allen VA
Alex Kilby*	713 Spruce St.	(775) 527-0099	Edmonds, WA	98020	Edmonds
Alex Kilby*	713 Spruce St.	(775) 527-0099	Edmonds, WA	98020	North Seattle
Alex Kilby*	713 Spruce St.	(775) 527-0099	Edmonds, WA	98020	Bellevue

*This franchisee has multi-unit rights under a Multi-Unit Addendum

LIST OF FRANCHISEES WHO HAVE SIGNED, BUT NOT YET OPENED FOR BUSINESS

(as of December 31, 2025)

Name	City	State	Telephone Number
Greg Tomita*	Phoenix	AZ	(650) 224-6918
Greg Tomita*	Phoenix	AZ	(650) 224-6918
Andrew Michella Jake Slender*	Port Jervis, NJ Neptune, NJ	NJ	(845) 820-1017
Andrew Pudimott*	Townsend, DE	DE	(302) 285-9430
Daniel Valencia*	Miami	FL	(305) 331-6991
Daniel Valencia*	Miami	FL	(305) 331-6991
Tim Pagel*	Punta Gorda	FL	(262) 325-4085
Tim Pagel*	Punta Gorda	FL	(262) 325-4085
Tim Pagel*	Punta Gorda	FL	(262) 325-4085
Tim Pagel*	Punta Gorda	FL	(262) 325-4085
Tim Pagel*	Punta Gorda	FL	(262) 325-4085
Andrew & Janet Renee*	Palm Beach	FL	(917) 683-3436
Joshua Montana*	Round Rock	TX	(210) 793-9651
Joshua Montana*	Round Rock	TX	(210) 793-9651
Joshua Montana*	Round Rock	TX	(210) 793-9651
Adam Broussard*	Scottsdale, AZ	AZ	(225) 772-4090
Adam Broussard*	Scottsdale, AZ	AZ	(225) 772-4090
Adam Broussard*	Scottsdale, AZ	AZ	(225) 772-4090
Adam Broussard*	Scottsdale, AZ	AZ	(225) 772-4090
Mike Jewett Matthew Graff*	Gaithersburg	MD	(571) 238-8686
Mike Jewett Matthew Graff*	Gaithersburg	MD	(571) 238-8686
JT Lee*	Aldie	VA	(703) 863-1558
JT Lee*	Aldie	VA	(703) 863-1558
JT Lee*	Aldie	VA	(703) 863-1558
Anthony Arsenault Sue Arsenault*	Palermo, ME	ME	(207) 809-9469 (207) 210-2835
Anthony Arsenault Sue Arsenault*	Palermo	ME	(207) 809-9469 (207) 210-2835
Anthony Arsenault Sue Arsenault*	Palermo	ME	(207) 809-9469 (207) 210-2835
Anthony Arsenault Sue Arsenault*	Palermo	ME	(207) 809-9469 (207) 210-2835
Anthony Arsenault Sue Arsenault	Palermo	ME	(207) 809-9469 (207) 210-2835
Anthony Arsenault Sue Arsenault*	Palermo	ME	(207) 809-9469 (207) 210-2835
Mariana Vanesa Folis	Detroit	MI	+54 9 345 408 1596
Mike Kelley*	St. Cloud	MN	(320) 492-1873
Mike Kelley*	St. Cloud	MN	(320) 492-1873
Mike Kelley*	St. Cloud	MN	(320) 492-1873
Mike Kelley*	St. Cloud	MN	(320) 492-1873

David Ved Amit Datwani Sumeet Datwani*	New Jersey	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey, NJ	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey, NJ	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey, NJ	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey, NJ	NJ	(646) 283-0646
David Ved Amit Datwani Sumeet Datwani*	New Jersey, NJ	NJ	(646) 283-0646
Todd Truitt Cindy Truitt*	Dallas	TX	(817) 797-4939
Todd Truitt Cindy Truitt*	Dallas	TX	(817) 797-4939
Andrew Michella Jake Slender*	Port Jervis, NJ Neptune, NJ	NJ	(845) 820-1017
Andrew Michella Jake Slender*	Port Jervis, NJ Neptune, NJ	NJ	(845) 820-1017
Bradley Doster*	Louisville	KY	(502) 807-1747
John Lytton Stephen Lytton*	Charlotte	NC	(843) 364-2798
John Lytton Stephen Lytton*	Charlotte	NC	(843) 364-2798

Greg Dennison Brian Palmisano*	Concord TWP	OH	(440) 478-2662
Greg Dennison Brian Palmisano*	Concord TWP	OH	(440) 478-2662
Greg Dennison Brian Palmisano*	Concord TWP	OH	(440) 478-2662
Greg Dennison Brian Palmisano*	Concord TWP	OH	(440) 478-2662
Greg Dennison Brian Palmisano*	Concord TWP	OH	(440) 478-2662
Greg Dennison Brian Palmisano*	Concord TWP	OH	(440) 478-2662
Greg Dennison Brian Palmisano*	Concord TWP	OH	(440) 478-2662
Todd Truitt Cindy Truitt*	Dallas	TX	(817) 797-4939
Todd Truitt Cindy Truitt*	Dallas	TX	(817) 797-4939
Brian Beers*	Blue Bell	PA	(215) 847-2773
Brian Beers*	Blue Bell	PA	(215) 847-2773
Brian Beers*	Blue Bell	PA	(215) 847-2773
Brian Beers*	Blue Bell	PA	(215) 847-2773
Brian Beers*	Blue Bell	PA	(215) 847-2773
Mike Schmidt*	Enola	PA	(724) 953-9795
Mike Schmidt*	Enola	PA	(724) 953-9795
Anthony Arsenault Sue Arsenault*	Palermo	ME	(207) 809-9469 (207) 210-2835
Stephen Denmark*	Charlotte	NC	(252) 521-9180
Stephen Denmark*	Charlotte	NC	(252) 521-9180
Geoff Petis*	Greenville	SC	(720) 470-3093
Geoff Petis*	Greenville	SC	(720) 470-3093
Geoff Petis*	Greenville	SC	(720) 470-3093
Geoff Petis*	Greenville	SC	(720) 470-3093
John Skipworth*	Nashville	TN	(615) 904-4153
Manuel Calderon*	Murfreesboro	TX	(817) 404-2475
Manuel Calderon*	Murfreesboro	TX	(817) 404-2475
Lizbeth Espinoza*	Brownsville	TX	(832) 806-3548
Michelle Soncio*	Fulshear	TX	(936) 204-3734
Michelle Soncio*	Fulshear	TX	(936) 204-3734
Todd Truitt Cindy Truitt*	Dallas	TX	(817) 797-4939
Troy Scott Francis *	Flower Mound	TX	(682) 888-4726
Alex Kilby*	Edmonds, WA	WA	(917) 683-3436
Alex Kilby*	Edmonds, WA	WA	(917) 683-3436

*This franchisee has multi-unit rights under a Multi-Unit Addendum

LIST OF FRANCHISEES WHO HAVE LEFT THE SYSTEM

(as of December 31, 2025)

Name	Address	Phone Number	City/State	Zip Code	Reason
Jagjit Jonathan Singh Basrai*	1413 Pebble Ct	(530) 300-7704	Yuba City, CA	95993	Never Opened
Jagjit Jonathan Singh Basrai*	1414 Pebble Ct	(530) 300-7704	Yuba City, CA	95993	Never Opened
Prashanth Pothireddy*	1759 Camargo Dr	(403) 667-6997	San Jose, CA	95132	Never Opened
Prashanth Pothireddy*	1759 Camargo Dr	(403) 667-6997	San Jose, CA	95132	Never Opened
Prashanth Pothireddy*	1760 Camargo Dr	(403) 667-6997	San Jose, CA	95132	Never Opened
Andrew Yoder*	11361 West Berry Ave.	(303) 921-5833	Littleton, CO	80127	Never Opened
Andrew Yoder*	11361 West Berry Ave.	(303) 921-5833	Littleton, CO	80127	Never Opened
Kevin Smith Jennifer Smith*	305 Richmond Court Newark	302-388-3971	Newark, DE	19713	Transfer
Carlos Riveros et. al.*	12521 NW 23rd Pl	(754) 551-7889	Miami Shores, FL	33167	Transfer
Gary Sajous*	2530 Madewood Drive	(954) 708-0022	Fort Pierce, FL	34981	Termination
Gary Sajous*	2530 Madewood Drive	(954) 708-0022	Fort Pierce, FL	34981	Termination
Gary Sajous*	2530 Madewood Drive	(954) 708-0022	Fort Pierce, FL	34981	Termination
Gary Sajous*	2530 Madewood Drive	(954) 708-0022	Fort Pierce, FL	34981	Termination
Gary Sajous*	2530 Madewood Drive	(954) 708-0022	Fort Pierce, FL	34981	Termination
Juan Medina*	Cra. 55 #72-109, Nte. Centro Historico	(786) 241-2009	Barranquilla, Colombia	Colombia	Transfer
Juan Medina*	Cra. 55 #72-109, Nte. Centro Historico	(786) 241-2009	Barranquilla, Colombia	Colombia	Transfer
Juan Medina*	Cra. 55 #72-109, Nte. Centro Historico	(786) 241-2009	Barranquilla, Colombia	Colombia	Transfer
Juan Medina*	Cra. 55 #72-109, Nte. Centro Historico	(786) 241-2009	Barranquilla, Colombia	Colombia	Transfer

Juan Medina*	Cra. 55 #72-109, Nte. Centro Historico	(786) 241-2009	Barranquilla, Colombia	Colombia	Transfer
Reginald Dickerson	4544 9th Ave N	(407) 780-9731	St. Petersburg, FL	33713	Transfer
Carlos Riveros*	1714 NE 182nd St.	(786) 821-6542	North Miami Beach, FL	33162	Termination
Carlos Riveros*	1714 NE 182nd St.	(786) 821-6542	North Miami Beach, FL	33162	Termination
Carlos Riveros*	1714 NE 182nd St.	(786) 821-6542	North Miami Beach, FL	33162	Termination
Carlos Riveros*	1714 NE 182nd St.	(786) 821-6542	North Miami Beach, FL	33162	Termination
Martin Bekkedal	4280 Heath Rd	(904) 735-1289	Jacksonville, FL	32277	Termination
Andrew Lotspeich*	2171 Kingston Court, Suite 1, Unit RWC 2101	(678) 368-1526	Marietta, GA	30067	Termination
Andrew Lotspeich*	2172 Kingston Court, Suite 1, Unit RWC 2101	(678) 368-1526	Marietta, GA	30067	Never Opened
Andrew Lotspeich*	2173 Kingston Court, Suite 1, Unit RWC 2101	(678) 368-1526	Marietta, GA	30067	Never Opened
Andrew Lotspeich*	2174 Kingston Court, Suite 1, Unit RWC 2101	(678) 368-1526	Marietta, GA	30067	Never Opened
Leilanie Vongdara*	9724 S Karlov Ave, Unit 207	224-935-6982	Oak Lawn, IL	60453	Never Opened
Leilanie Vongdara*	9725 S Karlov Ave, Unit 207	224-935-6982	Oak Lawn, IL	60453	Never Opened
Nidal Daraiseh*	5833 W 145th St	(832) 469-0138	Overland Park, KS	66223	Transfer
Nidal Daraiseh*	5834 W 145th St	(832) 469-0138	Overland Park, KS	66223	Transfer
Nidal Daraiseh*	5835 W 145th St	(832) 469-0138	Overland Park, KS	66223	Transfer
Andrew Pudimott*§	742 Dexter Corner Rd	(772) 203-2315	Townsend, DE	19734	Ceased Operations
Jay Rane*	5175 White Star Lane	(832) 207-6027	Woodbury, MN	55129	Transfer
Jay Rane*	5176 White Star Lane	(832) 207-6027	Woodbury, MN	55129	Transfer
Jay Rane*	5177 White Star Lane	(832) 207-6027	Woodbury, MN	55129	Transfer
Jay Rane*	5178 White Star Lane	(832) 207-6027	Woodbury, MN	55129	Transfer
Jay Rane*	5179 White Star Lane	(832) 207-6027	Woodbury, MN	55129	Transfer
Jay Rane*	5180 White Star Lane	(832) 207-6027	Woodbury, MN	55129	Transfer
Jay Rane*	5181 White Star Lane	(832) 207-6027	Woodbury, MN	55129	Transfer
Jay Rane*	5182 White Star Lane	(832) 207-6027	Woodbury, MN	55129	Transfer
Nidal Daraiseh*	5836 W 145th St	(832) 469-0138	Overland Park, KS	66223	Transfer

Nidal Daraiseh*	5837 W 145th St	(832) 469-0138	Overland Park, KS	66223	Transfer
Jake Rader Angelee Phillips*	9150 Liberty Cap Ct	(435) 773-2171	Las Vegas, NV	89178	Never Opened
Jake Rader Angelee Phillips*	9151 Liberty Cap Ct	(435) 773-2171	Las Vegas, NV	89178	Never Opened
Jake Rader Angelee Phillips*	9152 Liberty Cap Ct	(435) 773-2171	Las Vegas, NV	89178	Never Opened
Jake Rader Angelee Phillips*	9153 Liberty Cap Ct	(435) 773-2171	Las Vegas, NV	89178	Never Opened
Jake Rader Angelee Phillips*	9154 Liberty Cap Ct	(435) 773-2171	Las Vegas, NV	89178	Never Opened
Tawana Nicholas*	17 Chapman Pl	(929) 519-3105	Irvington, NJ	0-7111	Transfer
Tawana Nicholas*	17 Chapman Pl	(929) 519-3105	Irvington, NJ	0-7111	Transfer
Paresh Changela*	8334 Pineville-Matthews Rd Suite 103	(919) 369-1356	Charlotte, NC	28226	Transfer
Paresh Changela*	8334 Pineville-Matthews Rd Suite 103	(919) 369-1356	Charlotte, NC	28226	Transfer
Ryan Gragg*	5906 Green Meadow Drive	(336) 337-8964	Greensboro, NC	27410	Ceased Operations
Ryan Gragg*	5906 Green Meadow Drive	(336) 337-8964	Greensboro, NC	27410	Ceased Operations
Ryan Gragg*	5906 Green Meadow Drive	(336) 337-8964	Greensboro, NC	27410	Ceased Operations
Ryan Gragg*	5906 Green Meadow Drive	(336) 337-8964	Greensboro, NC	27410	Ceased Operations
Ryan Gragg*	5906 Green Meadow Drive	(336) 337-8964	Greensboro, NC	27410	Ceased Operations
Sergio Gabriel Huerga*	3800 Park East Drive, Unit 301	(908) 427-2182	Beachwood, OH	44122	Transfer
Sergio Gabriel Huerga*	3801 Park East Drive, Unit 301	(908) 427-2182	Beachwood, OH	44122	Transfer
Sergio Gabriel Huerga*	3802 Park East Drive, Unit 301	(908) 427-2182	Beachwood, OH	44122	Transfer
Sergio Gabriel Huerga*	3803 Park East Drive, Unit 301	(908) 427-2182	Beachwood, OH	44122	Transfer
Cody Dietz	900 Blue Ridge Dr	(405) 428-4503	Edmond, OK	73003	Ceased Operations
James Marvin Kehl*	11200 North County Road 3152	(405) 585-1265	Maysville, OK	73057	Transfer
James Marvin Kehl*	11201 North County Road 3152	(405) 585-1265	Maysville, OK	73057	Transfer

Adam Mock*	670 Windcove Dr	(503) 505-1762	Hood River, OR	97031	Transfer
Adam Mock*	670 Windcove Dr	(503) 505-1762	Hood River, OR	97031	Transfer
Adam Mock*	670 Windcove Dr	(503) 505-1762	Hood River, OR	97031	Transfer
Adam Mock*	670 Windcove Dr	(503) 505-1762	Hood River, OR	97031	Transfer
Adam Mock*	670 Windcove Dr	(503) 505-1762	Hood River, OR	97031	Transfer
Kevin Smith Jennifer Smith	305 Richmond Court Newark	(302) 388-3971	Newark, DE (Operated in SC)	19713	Ceased Operations
Chad Cebula	14 E Sundance Dr	(864) 630-2530	Easley, SC	29642	Transfer
Brandon King*	P.O. Box 1132	(731) 616-0823	White House, TN	37188	Transfer
Brandon King Kristen King	P.O. Box 1133		White House, TN	37188	Transfer
Aaron Montalvo	105 Peruvian Lane	(512) 969-9467	Georgetown, TX	78626	Transfer
Abigail Sarah Drysdale	2509 Via Venicia, Apt. 3133	(682) 374-6733	Fort Worth, TX	76109	Transfer
Damen Carlson Deborah Carlson*	29219 Hay Meadow Ct	(832) 443-0698 (832) 640-4445	Waller, TX	77484	Termination
Damen Carlson Deborah Carlson*	29220 Hay Meadow Ct	(832) 443-0698 (832) 640-4445	Waller, TX	77484	Termination
James Low	761 Bunton Reserve Blvd	(214) 202-5667	Kyle, TX	78640	Transfer
Jennifer Poole*	20751 Blue Springs Village Rd #90	(512) 689-1550	Springdale, AR (Operated in TX)	72764	Reacquisition
Adam Bumpus*	661 E 16th St	(423) 883-1272	Chattanooga, TN	37408	Transfer
Adam Bumpus Caden Hill*	661 E 16th St 1014 Westland Creek Blvd	(423) 883-1272 (856) 936-7090	Chattanooga, TN Knoxville, TN	37408 37923	Transfer
Adam Bumpus Caden Hill*	661 E 16th St 1014 Westland Creek Blvd	(423) 883-1272 (856) 936-7090	Chattanooga, TN Knoxville, TN	37408 37923	Transfer
Adam Bumpus Caden Hill*	661 E 16th St 1014 Westland Creek Blvd	(423) 883-1272 (856) 936-7090	Chattanooga, TN Knoxville, TN	37408 37923	Transfer
James Michaelis*	118 Riverside Dr. #8A	(862) 579-8057	New York, NY	10024	Transfer
James Michaelis*	118 Riverside Dr. #8A	(862) 579-8057	New York, NY	10024	Transfer
James Michaelis*	118 Riverside Dr. #8A	(862) 579-8057	New York, NY	10024	Transfer

Paresh Changela Gurpreet Walia*	412 Holsten Bank Way	(276) 732-6670	Cary, NC	27519	Transfer
Paresh Changela Gurpreet Walia*	412 Holsten Bank Way	(276) 732-6670	Cary, NC	27519	Transfer
Hunter Estes*	2101 S Wiley Ave	(409) 289-4976	Tyler, TX	75701	Reacquisition
Naveen Koduri*	2440 Elm Valley Dr.	(510) 408-6469	Little Elm, TX	75068	Transfer
Naveen Koduri*	2440 Elm Valley Dr.	(510) 408-6469	Little Elm, TX	75068	Ceased Operations
Naveen Koduri*	2440 Elm Valley Dr.	(510) 408-6469	Little Elm, TX	75068	Never Opened
Rick Lucas*	510 Sunset Vista Drive	(512)-690-6366	Georgetown, TX	78628	Ceased Operations
Rick Lucas*	510 Sunset Vista Drive	(512)-690-6366	Georgetown, TX	78628	Ceased Operations
Justin Wagner*	45446 Conductor Terrace Sterling	(703) 850-4968	Sterling, VA	20166	Never Opened
Justin Wagner*	45446 Conductor Terrace Sterling	(703) 850-4968	Sterling, VA	20166	Never Opened
Justin Wagner*	45446 Conductor Terrace Sterling	(703) 850-4968	Sterling, VA	20166	Never Opened
Justin Wagner*	45446 Conductor Terrace Sterling	(703) 850-4971	Sterling, VA	20166	Never Opened

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

EXHIBIT G

STATE ADDENDA

CALIFORNIA ADDENDUM TO THE FRANCHISE AGREEMENT AND MULTI-UNIT ADDENDUM

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement or Multi-Unit Addendum contains provisions that are inconsistent with the law, the law will control.

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. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

6. Neither the franchisor, any person in Item 2 of the Disclosure Document, or any franchise broker 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. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

7. You must sign a general release if you renew or transfer your franchise. California Corporation 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).

8. 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 EXECUTION OF AGREEMENT.

9. Pursuant to CA Corp Code § 31512.1 any provision of a franchise agreement, franchise disclosure document, acknowledgment, 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 provisions of this division.

10. 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.

11. California law requires that you obtain a contractor's license of the California Contractors State License Board (CSLB) if the total cost (labor and materials) of one or more contracts on the project is $500 or more. Licenses may be issued to individuals, partnerships, corporations, or joint ventures. The CSLB does not issue licenses to Limited Liability Companies (LLCs).

12. 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.

13. OUR WEBSITE, www.that1painterfranchise.com, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

14. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

15. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment Law and the California Franchise 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.

16. The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a Multi-Unit Addendum, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

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

18. The franchise agreement requires application of the laws of Texas. 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.

19. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate changed to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

20. 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.

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

The parties hereto have duly executed, sealed, and delivered this Addendum dated this day of _____ _____.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

HAWAII ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES 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 OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR 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.

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 la, 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.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

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 right 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 is void.

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.

Payment of Initial Franchise/Development 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.

ADDENDUM TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act, 815 ILCS §§ 705/1 et seq. (1987) (the "Act"), which govern the attached That 1 Painter Franchising LLC Franchise Agreement (the "Franchise Agreement"), the parties thereto agree as follows:

Payment of Initial Franchise/Development 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 conditions.

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 a jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agree may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal of an agreement 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 acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The parties hereto have duly executed this Illinois Addendum to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

Name:_____

Name:_____

ADDENDUM TO THE MULTI-UNIT ADDENDUM
PURSUANT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT

Illinois law governs the Multi-Unit Development 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.

Your rights upon Termination and Non-Renewal of an agreement 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 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.

Payment of Initial Franchise/Development 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.

The parties hereto have duly executed this Illinois Addendum to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

Name:_____

Name:_____

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE INDIANA FRANCHISE DISCLOSURE LAW AND THE INDIANA DECEPTIVE FRANCHISE PRACTICES ACT

The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985) (collectively referred to as the "Acts"). To the extent that (a) the jurisdictional requirements of the Acts are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

(a) To the extent the Franchise Agreement contains provisions allowing the establishment of franchisor-owned outlets that are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(2), the requirements of this section of the Indiana Act will control.

(b) The franchisor may not make any substantial modification of the Franchise Agreement without the franchisee's written consent.

(c) To the extent any provision regarding renewal or termination of the Franchise Agreement is inconsistent with the Indiana Deceptive Franchise Practices Act §§ 23-2-2.7(7) and (8), the provisions of these sections of the Indiana Act will control.

(d) Any requirement in the Franchise Agreement that requires the franchisee to prospectively assent to a release, assignment, novation, wavier or estoppel shall not relieve any person from liability arising under the Acts.

(e) To the extent the covenants not to compete upon expiration or termination of the Franchise Agreement are inconsistent with the Indiana Deceptive Franchise Practices Act § 23-2-2.7(9), the provisions of this section of the Indiana Act will control.

(f) To the extent that any provision of the Franchise Agreement would be deemed unenforceable pursuant to the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10), as this section of the Indiana Act is interpreted and applied, such provision of the Franchise Agreement shall be so deleted therefrom.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND

The Office of Attorney General for the State of Maryland requires that certain provisions contained in franchise documents be amended to be consistent with Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Maryland Franchise Law"). To the extent that this Disclosure Document or Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. No requirement that you agree to any release, assignment, novation, estoppel or waiver of liability as a condition to your purchasing a That 1 Painter franchise shall act as a release, estoppel or waiver of any liability under the Maryland Franchise Law.

2. Item 5 is amended to state:

Based on the franchisor's financial condition, the Maryland Securities Commissioner has required 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.

Based on the franchisor's financial condition, all development fees and initial payments by area developers shall be deferred until the first franchise under the Multi-Unit Addendum opens.

2. Item 17 is amended to state:

(a) Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise.

(b) Any general release required by the terms and conditions of the Franchise Agreement as a condition of renewal, assignment or transfer shall not apply to any liability under the Maryland Franchise Law.

(c) Our right to terminate you upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.).

(d) Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

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

THE REGISTRATION OF THIS FRANCHISE DISCLOSURE DOCUMENT WITH MARYLAND SECURITIES DIVISION OF THE OFFICE OF ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE SECURITIES COMMISSIONER.

ADDENDUM TO THE THAT 1 PAINTER FRANCHISE AGREEMENT AND MULTI-UNIT ADDENDUM
REQUIRED BY THE STATE OF MARYLAND

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., and of the Rules and Regulations promulgated thereunder, the parties to the attached That 1 Painter Franchise Agreement (the "Franchise Agreement") and Multi-Unit Addendum agree as follows:

1. The Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a franchisee's assent to a release of liability under that Law as a condition for the sale, renewal, assignment or transfer of the franchise. To the extent of any inconsistencies with the Maryland Franchise Registration and Disclosure Law contained in Article 5 or Section 16.3 of the Franchise Agreement or any section of the Multi-Unit Addendum, such inconsistent provisions are hereby deleted.

2. To the extent of any inconsistencies, Section 17.1 of the Franchise Agreement and any applicable provision of the Multi-Unit Addendum is hereby amended to further state:

> "Our right to terminate you upon your bankruptcy, however, may not be enforceable under federal bankruptcy law (11 U.S.C. §101 *et. seq*.)."

3. To the extent of any inconsistencies, Section 20.3 of the Franchise Agreement as well as Section 19 of the Multi-Unit Addendum are hereby amended to further state:

> "Nothing herein shall waive your right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland."

4. To the extent of any inconsistencies, Section 20.6 of the Franchise Agreement and any applicable provision of the Multi-Unit Addendum are hereby amended to further state:

> "Any claims arising under the Maryland Franchise Law must be brought within three (3) years after the grant of the franchise."

5. 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.

6. 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. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. § 14-201 et seq., are met independently without reference to this Amendment.

8. Section 6 of the Franchise Agreement is hereby amended as follows: Based on the franchisor's financial condition, the Maryland Securities Commissioner has required 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.

9. Section 2 of the Multi-Unit Addendum is hereby amended as follows: Based on the franchisor's financial condition, all development fees and initial payments by area developers shall be deferred until the first franchise under the Multi-Unit Addendum opens.

The parties hereto have duly executed this Maryland Amendment to the Franchise Agreement and Multi-Unit Addendum on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

This addendum to the Disclosure Document is agreed to this day of _____, and effectively amends and revises said Disclosure Document, Franchise Agreement and Multi-Unit Addendum as follows:

1. Item 13 of the Disclosure Document and Article 7 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "In accordance with applicable requirements of Minnesota law, Franchisor shall protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or shall indemnify Franchise from any loss, costs or expenses arising out of any claim, suit or demand regarding such use."

2. Item 17 of the Disclosure Document, Articles 4 and 17 of the Franchise Agreement and Article 17 of the Multi-Unit Addendum are amended by the addition of the following language to the original language that appears therein:

> "With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes Sec. 80C.14, Subds.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. Item 17 of the Disclosure Document, Article 20 of the Franchise Agreement and Articles 18 and 19 of the Multi-Unit Addendum are amended by the addition of the following language to amend the Governing Law, Jurisdiction and Venue, and Choice of Forum sections:

> "Minn. Stat. Sec. 80C.21 and Rule 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction."

4. Item 17 of the Disclosure Document, Articles 4 and 16 of the Franchise Agreement are amended by the addition of the following language to the original language that appears therein:

> "Minn. Rule 2860.4400D prohibits us from requiring you to assent to a general release."

5. Article 20 of the Franchise Agreement and Section 19 of the Multi-Unit Addendum are hereby amended to comply with Minn. Rule 2860.4400J which prohibits waiver of a jury trial.

7. Article 20 of the Franchise Agreement is hereby amended to comply with Minn. Stat. §80C.17, Subd. 5.

8. Under Minn. Rule 2860.440J, the franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required. Article 20 of the Franchise Agreement is hereby amended accordingly.

9. NSF checks are governed by Minnesota Statute 604.113, which puts a cap of $30 on service charges.

10. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

11. **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.**

12. **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 parties hereto have duly executed this Minnesota Addendum on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____

Name:_____

_____

Name:_____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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 SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. THE FRANCHISOR MAY, IF IT CHOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

Except as provided above, with regard to 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, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from

membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. 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.

7. The following is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor"**:

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

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

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

NEW YORK RIDER TO THAT 1 PAINTER FRANCHISING LLC
FRANCHISE AGREEMENT

THIS RIDER TO THE FRANCHISE AGREEMENT FOR NEW YORK ("Rider") is entered into by and between That 1 Painter Franchising LLC, a Texas limited liability company, with its principal office at 12357-C Riata Trace Parkway, Suite 150-200, Austin, Texas 78727 ("we," "us" or "our"), and __ _____, a _____ ("you" or "your"), whose principal business address is _____.

WHEREAS, we and you have entered into a certain Franchise Agreement dated _____, which grants you the right to operate a That 1 Painter franchise (the "Franchise Agreement");

WHEREAS, you are domiciled in New York and the That 1 Painter franchise will be located in New York, and/or any of the offering or sales activity relating to the Franchise Agreement occurred in the State of New York; and

WHEREAS, in recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680-695, we and you desire to amend certain terms of the Franchise Agreement in accordance with the terms and conditions contained in this Rider.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in the Franchise Agreement and this Rider and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we and you agree as follows:

1. Sections 5.2.5 and 16.3.6 of the Franchise Agreement are amended by adding the following language to each Section:

> However, to the extent required by applicable law, notwithstanding the signing of a General Release, 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.

2. Section 16.1.1 of the Franchise Agreement is amended by adding the following language to this Section:

> However, to the extent required by applicable law, Franchisor will not transfer and assign its rights and obligations under the Franchise Agreement unless the transferee will be able to perform the Franchisor's obligations under the Franchise Agreement, in Franchisor's good faith judgment.

3. Section 20.3 of the Franchise Agreement is amended by adding the following language:

> New York Law governs any cause of action which arises under the New York General Business Law, Article 33, Sections 680-695. The provisions of this Franchise Agreement shall not be deemed a waiver of any rights conferred upon Franchisee by Article 33 of the General Business Law of the State of New York and the regulations issued thereunder.

4. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. In the event of any conflict between a provision of the Franchise Agreement and this Rider, the provision of this Rider shall control. All terms which are capitalized in this Rider and not otherwise defined, will have the meanings given to them in the Franchise Agreement. Except as amended by this Rider, the Franchise Agreement is unmodified and in full force and effect in accordance with its terms.

5. Each provision of this Rider will be effective only to the extent that the jurisdictional requirements of the New York General Business Law, Article 33, Sections 680-695 are met independent of this Rider.

The parties hereto have duly executed this New York Rider to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM TO THE THAT 1 PAINTER FRANCHISING LLC FRANCHISE DISCLOSURE DOCUMENT, MULTI-UNIT ADDENDUM, AND FRANCHISE AGREEMENT REQUIRED BY THE STATE OF NORTH DAKOTA

The North Dakota Insurance & Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, NDCC § 51-19 *et seq.* ("NDFIL"). To the extent that (a) the jurisdictional requirements of the NDFIL are met and (b) this Franchise Disclosure Document and Franchise Agreement contain provisions that are inconsistent with the following, such provisions are hereby amended:

1. Covenants not to compete upon termination or expiration of the franchise agreement are subject to NDCC § 9-08-06.

2. To the extent required by the NDFIL, arbitration proceedings shall take place at a location mutually agreed upon by you and us.

3. Any requirement that you consent to liquidated damages or termination penalties shall not apply to the extent prohibited by the NDFIL;

4. Any requirement that you consent to (i) the jurisdiction of courts outside of North Dakota, (ii) the application of laws of a state other than North Dakota, (iii) waiver of jury trial or (iv) waiver of exemplary and punitive damages shall not apply to the extent prohibited by the NDFIL;

5. Any release required as a condition to a renewal of the franchise agreement shall not apply to the extend prohibited by the NDFIL;

6. Any requirement that you consent to a limitation of claims shall not apply to the extent prohibited by the NDFIL. As applicable, the statute of limitations under North Dakota law shall control.

7. The prevailing party in any enforcement action is entitled to recover all costs and expenses, including attorney's fees.

8. Item 17(u) of the Disclosure Document and Section 14 of the Multi-Unit Addendum are amended to provide the site of arbitration or mediation be agreeable to all parties and may not be remote from the franchisee's place of business.

9. Item 17(v) of the Disclosure Document, Section 20.3 of the Franchise Agreement and Section 19 of the Multi-Unit Addendum are amended to delete the provision that franchisees must consent to the jurisdiction of courts in Texas.

10. Item 17 (w) of the Disclosure Document, Section 20.3 of the Franchise Agreement, and Section 18 of the Multi-Unit Addendum are amended to delete the provision that the agreement shall be construed according to the laws of the State of Texas.

10. Section 20.5 of the Franchise Agreement is amended to delete the provision that franchisees consent to a waiver of exemplary and punitive damages.

11. Section 20.7 of the Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. This provision is amended to read the statute of limitations under North Dakota Law will apply.

12. Item 5 of the Disclosure Document, Section 6 of the Franchise Agreement, and Section 2 of the Multi-Unit Addendum are amended to state that a fee deferral is applied until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

13. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The parties hereto have duly executed this North Dakota Addendum to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM TO THE THAT 1 PAINTER FRANCHISING LLC FRANCHISE DISCLOSURE DOCUMENT REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the Franchise Disclosure Document of That 1 Painter Franchising LLC ("we," "us," or "our") for use in the State of Rhode Island shall be amended to include the following:

1. Items 17v. and 17w., under the provisions entitled "Choice of law" and "Choice of forum," shall be supplemented with the following language:

> However, you may sue us in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. Item 17 shall be supplemented by the addition of the following language at the end of Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

3. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum to the Disclosure Document.

ADDENDUM TO THE THAT 1 PAINTER FRANCHISING LLC
FRANCHISE AGREEMENT REQUIRED BY THE STATE OF RHODE ISLAND

In recognition of the requirements of the Rhode Island Franchise Investment Act, the parties to the attached That 1 Painter Franchising LLC Franchise Agreement (the "Franchise Agreement") agree as follows:

1. The following language shall be added at the end of Section 20.3 of the Franchise Agreement:

   Notwithstanding the above, Rhode Island franchisees are permitted to bring a lawsuit in Rhode Island for claims arising under the Rhode Island Franchise Investment Act.

2. 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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Amendment.

The parties hereto have duly executed this Rhode Island Addendum to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA

In the State of South Dakota, we will defer the payment of the initial franchise fee, development fee and any other initial payment until all of our material pre-opening obligations have been satisfied and until you open your business and it is operating. However, you must execute the Franchise Agreement prior to looking for a site or beginning training.

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 behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The parties hereto have duly executed, sealed and delivered this Addendum dated _____ _____.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement 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.

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.

ADDENDUM TO THE FRANCHISE AGREEMENT AND MULTI-UNIT ADDENDUM
REQUIRED BY THE STATE OF VIRGINIA

The following statements are added to Item 17.h.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a Franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement 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.

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

The parties hereto have duly executed this Virginia Addendum on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:
THAT 1 PAINTER FRANCHISING LLC

By:_____
Name: Steven Montgomery
Title: CEO & Founder

FRANCHISEE:

_____

By:_____
Name:_____
Title:_____

PRINCIPALS:

_____
Name:_____

_____
Name:_____

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. **Nonsolicitation 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. Due to our financial condition, we will defer collection of all initial fees until we have fulfilled our pre-opening obligations and the franchisee is open for business. Similarly, the Development Fee will be pro-rated, such that the franchisee will pay the franchisor the Fee proportionally upon the opening of each unit franchise.

20. Item 6 (Reimbursement of legal costs and expenses) is hereby amended to clarify that a franchisee will only be responsible for this fee in the event the Franchisor substantially prevails in a legal action.

21. Item 6 (Liquidated Damages) is hereby amended to clarify that liquidated damages will be calculated using only the royalty fee for Washington franchisees.

22. Item 12 is hereby amended to clarify that Franchisor will not reduce the size of the franchisee's territory if the franchisee fails to meet the Minimum Revenue Requirement.

23. Attachment 1 to the Franchise Agreement ("Franchisee Acknowledgement Statement") is revised such that the franchisee initial the following statements numbered 4, 5, and 12 do not apply.

24. Section 3.2 of the Franchise Agreement is hereby amended to remove Franchisor's ability to reduce the size of the Territory.

25. Sections 11.1 and 11.4 of the Multi-Unit Addendum are revised such that they do not apply.

26. Section 18.1.8 of the Franchise Agreement is hereby amended to clarify that liquidated damages will be calculated using only the royalty fee for Washington franchisees.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

FRANCHISOR:	**FRANCHISEE:**
THAT 1 PAINTER FRANCHISING, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file or exempt from registrations in the following states having franchise disclosure laws, with the following effective dates:

State	Effective Date
California	Pending Registration
Hawaii	Pending Registration
Illinois	Pending Registration
Indiana	Pending Registration
Maryland	Pending Registration
Michigan	October 30, 2025
Minnesota	Pending Registration
New York	Pending Registration
North Dakota	Pending Registration
Rhode Island	Pending Registration
South Dakota	Pending Registration
Virginia	Pending Registration
Washington	Pending Registration
Wisconsin	Pending Registration

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

This Franchise Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Franchise Disclosure Document and all exhibits carefully.

If That 1 Painter 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 requires you to receive this 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 That 1 Painter 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 and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and to your state authority listed on Exhibit A.

The name and principal business address and telephone number of each franchise seller offering the franchise is:

Steven Montgomery, Kim Montgomery, Tim Montgomery, Jared Nielsen, and Coleman Peavy, That 1 Painter Franchising LLC, 12357-C Riata Trace Pkwy., Suite 200, Austin, Texas 78727 (512) 270-0161

Issuance Date: May 1, 2026.

I received a Disclosure Document dated May 1, 2026, that included the following Exhibits:

EXHIBIT A: List of State Franchise Administrators and Agents for Service of Process
EXHIBIT B: Franchise Agreement
EXHIBIT C: Multi-Unit Addendum
EXHIBIT D: Financial Statements
EXHIBIT E: Operations Manual Table of Contents
EXHIBIT F: List of Franchised Outlets
EXHIBIT G: State Addenda

Date Received: _____ DATE:_____
(If other than date signed)

Print Name:_____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

Individually and as an officer, partner, member, or manager of _____, a _____ organized under the laws of _____.

Please return signed receipt to That 1 Painter Franchising LLC
12357-C Riata Trace Parkway, Suite 150-200
Austin, Texas 78727

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Date Received: _____ DATE:_____
(If other than date signed)

Print Name:_____

Print Address: _____

City, State: _____

_____
(Signature of recipient)

Individually and as an officer, partner, member, or manager of _____, a _____ organized under the laws of _____.

KEEP FOR YOUR RECORDS